



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

July 28, 1980

Commissioners' Court met in Special Session with all members present.

The minutes of Commissioners' Court of July 21, 1980, were read by Judge Dean. Motion was by Floyd Drennan seconded by Bernice Nobles for minutes to stand approved as read. Motion carried.

Mr. Edwin R. York, Jr., Attorney at Law, and his assistant, Mr. Joe Liska, met with the court to talk of a contract with Upshur County for delinquent taxes. After the discussion of the contract with the court, Judge Dean asked that the motion be made for the contract to be signed effective August 4, 1980, to extend to December 31, 1980, with the approval of District Attorney Dwight Brannon. The motion was made by Floyd Drennan and seconded by J. W. Meadows. Motion carried.

Bybee Weisinger met with the court to discuss the buying of the ROW of 300 through the city of East Mountain asking the court for the county to pay the expense of the ROW through the city of East Mountain so there would be no delay of construction work on 300 and letting the city of East Mountain pay the county at a later date or when possible to pay. No action was taken.

The motion was made by Charles Still seconded by Floyd Drennan to approve the Deputation of Deputy Clerk of Jean Arrington. Motion carried. (Copy attached)

Motion was made by Bernice Nobles seconded by J. W. Meadows to approve the Special Road Use of Willow Oak Road in Precinct #1 for Jessie W. Birdwell. Motion carried. (Copy attached)

Permit Application for Special Road Use was submitted by Combs Enterprises to be used on Giraffe Road in Precinct #4 to haul logs. Motion was made by Floyd Drennan and seconded by Charles Still. Motion carried. (Copy attached)

Motion was made by Floyd Drennan and seconded by Charles Still to approve the Special Road Use on Collie Road in Precinct #4 for Excelsior Corporation with the purpose of hauling drilling equipment. Motion carried. (Copy attached)

Permit Application was submitted by Simon Traylor and Sons, Inc. for the Special Road Use of Apple Tree Road in Precinct #3 to haul waste material from Robroy Industries. Motion carried. (Copy attached)

Motion was made by Floyd Drennan and seconded by Charles Still to approve the Special Road Use Agreement with McBrayer Oil Corporation to use Jaugar and Groundhog Road in Precinct #4 for hauling drilling equipment. Motion carried. (Copy attached)

Permit Application was submitted by Jackie Stegall for the Special Road Use in Precinct #4 for the use of Flying Squirrel Road to haul gravel. Motion by Floyd Drennan was seconded by Charles Still. Motion carried. (Copy attached)

Mr. Randy Langford submitted three permit applications for the use of the ROW of county roads: number 1 was to place a culvert within the ROW of Live Oak Road. Number 2 and number 3 were to install culverts within the ROW of Elm Road. Motion was made by Charles Still and seconded by J. W. Meadows to approve the permit applications. Motion carried. (Copies attached)

VOL. 20 PG. 482



UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

July 28, 1980, PAGE 2

Permit Application submitted by Butane Gas & Electric was to place a road crossing within the ROW of county road Bobolink Trail. Motion was made by Bernice Nobles and seconded by J. W. Meadows to approve the permit application. Motion carried. (Copy attached)

Motion made by Bernice Nobles and seconded by J. W. Meadows to approve the permit application from Southwestern Bell Telephone Company to place a buried cable within the ROW of Owl Road. Motion carried. (copy attached)

Permit Application was submitted by Exxon Corporation to place a pipeline within the ROW of county road in Precinct #1. Motion was made by Charles Still and seconded by Floyd Drennan to approve the permit. Motion carried. (Copy attached)

Motion was made by Floyd Drennan and seconded by Charles Still to approve the County Treasurer's Quarterly Report. Motion carried. (Copy of report attached)

Motion was made by Charles Still and seconded by Floyd Drennan to approve a plat submitted for record to be placed in the plat records from I. G. Locket. Motion carried.

Motion was by J. W. Meadows and seconded by Bernice Nobles to advertise for bids for a motor grader for Precinct #2. Bids to be opened at 10:00 A.M. August 11, 1980. Motion carried.

Payments for rural fire protection for Upshur County were submitted to the court. Motion was made by Floyd Drennan and seconded by Charles Still to approve payments. Motion carried. (Copy enclosed)

Two Employee Change of Status were submitted to the court. Number one was Minnie Elwell and number two was Laura Gunn. Motion was by J. W. Meadows and seconded by Bernice Nobles for them to be approved. Motion carried. (Copy attached)

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

The Court closed for the executive meeting.

Ernest Deane

Bernice Nobles

J. W. Meadows

Charles Still

Floyd Drennan

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY
AUG 4 AM 10:47

VOL. 20 PG. 484

DEPUTATION

J.B. HILL, JR.
CLERK UPSHUR COUNTY

'80 JUL 28 AM 11:45

THE STATE OF TEXAS

COUNTY OF Upshur

I, J. B. Hill, Jr.

.....of the County of Upshur .. and State of Texas, having full confidence in..... Jean Arrington of said County and State, do hereby with the consent of the Commissioners' Court of .. Upshur .. County, Texas, duly entered herein, nominate and appoint the said. Jean Arrington my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Deputy County Clerkof said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

Witness my hand, this 16thday of July 19 80..

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

THE STATE OF TEXAS

COUNTY OF Upshur

BEFORE ME, .. a Notary Public

.....in and for Upshur County, Texas, on this day personally appeared J. B. Hill, Jr. ..

..... known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office at Gilmer .., Texas, this 16th day of July 19 80 ..

C. Pittman
.....
Notary Public in and for Upshur County, Texas



OATH OF OFFICE

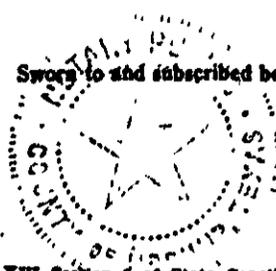
"I, Jean Arrington

do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Deputy County Clerk..... and for Upshur County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment or the confirmation thereof. So help me God.

Signed Jean Arrington

Sworn to and subscribed before me, this 16th day of July A. D. 19 80

C. Pittman
.....
Notary Public in and for Upshur County, Texas



SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Jessie W. Birdwell, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, 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. 1, 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) Willow Oak 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. 1, 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.

Witness my hand and seal this 10th day of June 1928

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 28th day of July, A.D. 1980.

Jessie W Birdwell
FIRST PARTY Jessie W. Birdwell
314 Loop 281
Longview, Texas 75604

Everett Dean
COUNTY JUDGE

Bonnie Nobles
COMMISSIONER #1

Joe Meadows
COMMISSIONER #2

COMMISSIONER #3

David Dameron
COMMISSIONER #4

* Strike if not applicable

159-3796

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Combs Enterprises, 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 use 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 hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of (describe road) Giraffe 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 Logs from 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 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 28th day of July, A.D. 1992.

657-9716

Virginia Combs
FIRST PARTY Combs Enterprises
P.O. 525
Henderson, Texas 75652

Edward Dean
COUNTY JUDGE

Bernice Hobbs
COMMISSIONER #1

Les Meadows
COMMISSIONER #2

Charles L. Hill
COMMISSIONER #3

Harold D. 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, Excelsior Corp., 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 use 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 hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of (describe road) Collie 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 drilling equipment from 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 of hauling operations on the part of First Party.

3 1/2 11 5:12
CF -

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 28th day of July, A.D. 19 80.

Alt. Party
FIRST PARTY Excelsior Corp.
P.O. Box 392
Longview, Texas

Garrett Deane
COUNTY JUDGE

Bernie Noble
COMMISSIONER #1

Lee 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, Simon Traylor & Sons, Inc., 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) Apple Tree Road

First party agrees to blade road nightly and water as necessary to keep road in good condition.

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 waste material from from its lands located in Precinct No. 3, Robroy Industries, 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.

[Faint handwritten notes and stamps in the bottom right corner]

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 Employers Insurance, Tyler, Texas 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 29th day of July, A.D. 19 80.

586-2226
592-0759

Ray C. Traylor
FIRST PARTY Simon Traylor & Sons, Inc
P.O. Box 1163
Jacksonville, Tx. 75766

Ernest Dean
COUNTY JUDGE

Bernie Nobles
COMMISSIONER #1

Joe Meadows
COMMISSIONER #2

Chas. L. Hill
COMMISSIONER #3

Donald D. 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, McBrayer Oil Corp.,
 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 use 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
 hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of
 (describe road) Jaugar and Groundhog 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 drilling equipment from 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 of hauling
 operations on the part of First Party.

WITNESSED AND SIGNED:

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 Travelers Insurance Co. 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 28th day of July, A.D. 19 87.

753-0228

James M. Brayer
FIRST PARTY Moberayer Oil Corp.
Box 951
Longview, TX 75606

Robert J. [Signature]
COUNTY JUDGE

Bernice Hobbs
COMMISSIONER #1

Lawrence [Signature]
COMMISSIONER #2

Charles L. [Signature]
COMMISSIONER #3

Alvin [Signature]
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, Jackie Stegall,
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 use 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
hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of
(describe road) Flying Squirrel 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. 4, 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 28th day of July, A.D. 1980.

Jackie Stegall
FIRST PARTY Jackie Stegall
Rt. 1 Box 154E
Big Sandy, Texas

[Signature]
COUNTY JUDGE

[Signature]
COMMISSIONER #1

[Signature]
COMMISSIONER #2

[Signature]
COMMISSIONER #3

[Signature]
COMMISSIONER #4

* Strike if not applicable

3 961 73 11 8:13
C...
L...

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date July 22, 1980

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

Formal notice is hereby given that Randy Langford
whose principal address is Rt. 3 Box 60, Gilmer, Texas 75644
does propose to place a culvert installation
within the ROW of County Road Live Oak Road
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 Road &
Bridge Department policies and specifications.

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

BY: Randy Langford

TITLE: _____

ADDRESS: _____

*Approved
7-28-80*

VOL 20 PG 498

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date July 22, 1980

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

Formal notice is hereby given that Randy Langford
whose principal address is Rt. 3 Box 60, Gilmer, Texas 75644
does propose to place a culvert installation
within the ROW of County Road Elm Road
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 Road &
Bridge Department policies and specifications.

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

SIGNATURE: Randy Langford

TITLE: _____

ADDRESS: _____

Approved
7-28-80

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date July 22, 1980

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

Formal notice is hereby given that Randy Langford
whose principal address is Rt. 3 Box 60, Gilmer, Texas 75644
does propose to place a culvert installation
within the ROW of County Road Elm Road
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 Road &
Bridge Department policies and specifications.

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

BY: Randy Langford

TITLE: _____

ADDRESS: _____

*approved
7-28-80*

July 28 1980

C. [unclear]
[unclear]

VOL 20 PG. 500

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date July 16, 1980

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

Formal notice is hereby given that Butane Gas & Electric
whose principal address is P.O. Box 1103, Gilmer, Texas 75644
does propose to place a road crossing
within the ROW of County Road Bobolink Trail
as follows:

The location and description of the proposed lines or
appertenances is more fully shown by three (3) copies of
drawings attached to this application.

All work will be as directed by the County Commissioner or
his designate in full accordance with Upshur County Road &
Bridge Department policies and specifications.

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

FROM: Kenn Mabeury

TITLE: _____

ADDRESS: _____

Approved
7-28-80

RD 78686
LONGVIEW - PETE

VOL. 20 PG. 501

THE UPSHUR COUNTY COMMISSIONERS COURT
BOX 39
GILMER, TEXAS 75644

FORMAL NOTICE IS HEREBY GIVEN AND REQUEST MADE THAT SOUTHWESTERN BELL
TELEPHONE COMPANY PROPOSES TO PLACE BURIED CABLE WITHIN THE RIGHT-
OF-WAY OF COUNTY ROAD OW, ROAD AS FOLLOWS:

(DESCRIBE AND ATTACH PLAT)

THIS AUTHORIZATION PLACES BURIED CABLE ACROSS OW,
ROAD AS SHOWN ON ATTACHED PRINTS.

THE LOCATION AND DESCRIPTION OF THE PROPOSED CONSTRUCTION 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
COUNTY COMMISSIONERS COURT IN ACCORDANCE WITH CURRENT UPSHUR COUNTY
SPECIFICATIONS.

IT IS EXPRESSLY UNDERSTOOD THAT THE UPSHUR COUNTY COMMISSIONERS COURT DOES
NOT PURPORT HEREBY, TO GRANT ANY RIGHT, CLAIM, TITLE, OR EASEMENT IN OR
UPON THIS COUNTY ROAD. IT IS FURTHER UNDERSTOOD THAT IN THE FUTURE, SHOULD
FOR ANY REASON UPSHUR COUNTY NEED TO WORK, IMPROVE, RELOCATE, WIDEN, IN-
CREASE, ADD TO, OR IN MANNER CHANGE THE STRUCTURE OF THIS RIGHT-OF-WAY, THIS
LINE, IF AFFECTED, WILL BE MOVED UNDER THE DIRECTION OF THE UPSHUR COUNTY
COMMISSIONERS AND SHALL BE RELOCATED AT THE COMPLETE EXPENSE OF THE OWNER.

IT IS FURTHER UNDERSTOOD AND AGREED THAT UPSHUR COUNTY ASSUMES NO LIABILITY
FOR DAMAGES TO ANY LINE, POLE, CONSTRUCTION, OR APPURTENANCES IN THE NORMAL
MAINTENANCE OF THE COUNTY ROAD.

ALL WORK ON THE COUNTY RIGHT-OF-WAY SHALL BE PERFORMED IN ACCORDANCE WITH
THE COUNTY COMMISSIONER'S INSTRUCTIONS. THE INSTALLATION SHALL NOT DAMAGE
ANY PART OF THE HIGHWAY AND ADEQUATE PROVISIONS MUST BE MADE TO CAUSE
MINIMUM INCONVENIENCE TO TRAFFICE AND ADJACENT OWNERS.

WITH APPROVAL OF THE COMMISSIONERS COURT CONSTRUCTION WILL BEGIN ON OR AFTER
21ST DAY OF JULY 19 80

FIRM SOUTHWESTERN BELL TELEPHONE

RM

BY

James A. Pete

NTWK. SUPV. -OSP ENGR.

301 MAYON STREET

LONGVIEW, TEXAS 75604

*Approved
7-28-80*

APPROVED: _____

(THIS FORM TO BE SUBMITTED IN DUPLICATE FOR EACH PROPOSED INSTALLATION.)

12

HWY 154 W

HWY 154 E

NEW
DIANA
SCHOOL

LOOP

WYNN
APTS

RODGERS ST

SHORT ST.

BOWIE RD

BERNICE RD.

OWL RD.

OWL RD.

OWL RD

NEW DIANA

BEVERLY HILLS
ADD.

N KINGFISHER RD.

S. KINGFISHER RD.

LITTLE CYPRESS CREEK

HWY 1650

HWY 259

MACKEY RD.

PLEASANT HILL RD

BROWN

ADD.

PLUM
CREEK
ADD

HUNTER
RD.

LONESOME PINE RD.

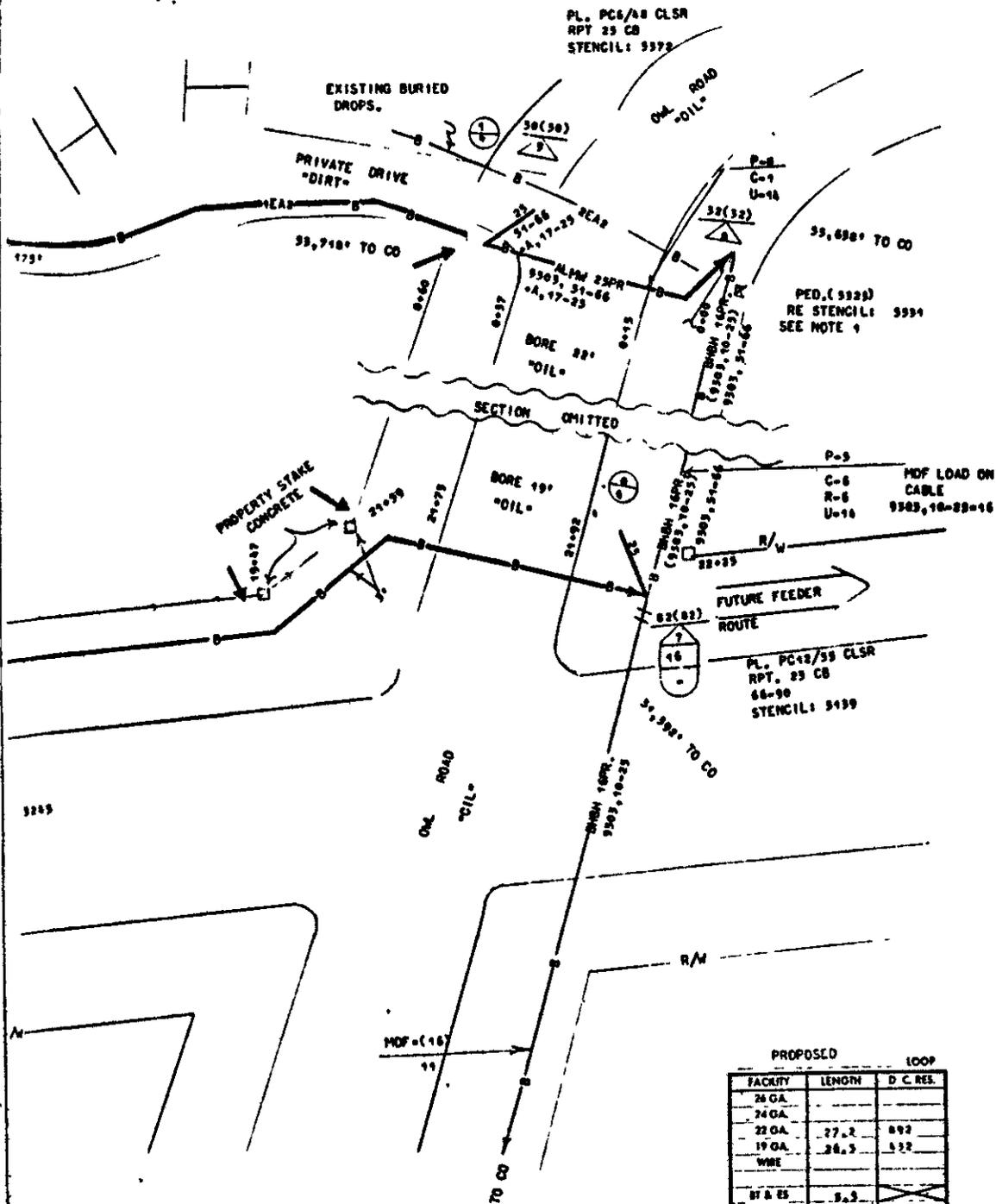
NO. RIDGE CIR.

NO. RIDGE RD

HWY 449

G WOOD RD.





NOTE: ULTIMATE LOOP IS BASE ON SLC 96 THAT IS PROPOSED TO BE PLACED AT THE INTERSECTION OF FM 3243 AND HWY 259 IN DIANA.

PROPOSED LOOP		
FACILITY	LENGTH	D.C. RES.
28 GA.		
24 GA.		
22 GA.	27.2	892
19 GA.	28.5	532
WIRE		
BT & ES	5.5	
LOADING	8	72
TOTAL	55.7	1324

RZ 48

CAUTION: 7.5 KV SWPCO AND REA POWER LINES IN AREA -B- CONTACTS

GENERAL NOTES	
SPECIAL ATTENTION POWER WIRES INVOLVED	
NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/> 7.5 KV
UNDERGROUND TEL PLANT INVOLVED	
NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
GAS OR WATER LINES INVOLVED	
NO <input type="checkbox"/>	YES <input type="checkbox"/>
SPECIAL CIRCUITS INVOLVED	
NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
HIGHWAY COUNTY RAILROAD APPROVAL REQUIRED	
NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
ON PREMISE WIREAGE INVOLVED	
NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
TRANSMISSION ULT. PROPOSED LOOP	
OFFICE 8 X 8-R	800V 1300
24 GA.	0
22 GA.	9.8
19 GA.	0
WIRE	0
LOAD	0
NO <input type="checkbox"/>	YES <input type="checkbox"/>
NO <input type="checkbox"/>	YES <input type="checkbox"/>
TOTAL	9.8
TRANSMISSION	16
AIR PRESSURE INVOLVED	
NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
POLE OR CABLE STAKED	
NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> CALL <input checked="" type="checkbox"/>
TELEPHONE NO 759-1254	
RECON WORK INVOLVED	
NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
SOUTHWESTERN BELL TELEPHONE COMPANY SOUTH DALLAS DIVISION	
JOB #	RD. 20586
TOTAL PLATS	2
DATE	TV3000 LCNGVIEW
DATE	TV3300 LCNGVIEW 683
DATE	UA-009
DATE	
DATE	
DATE	
DATE	

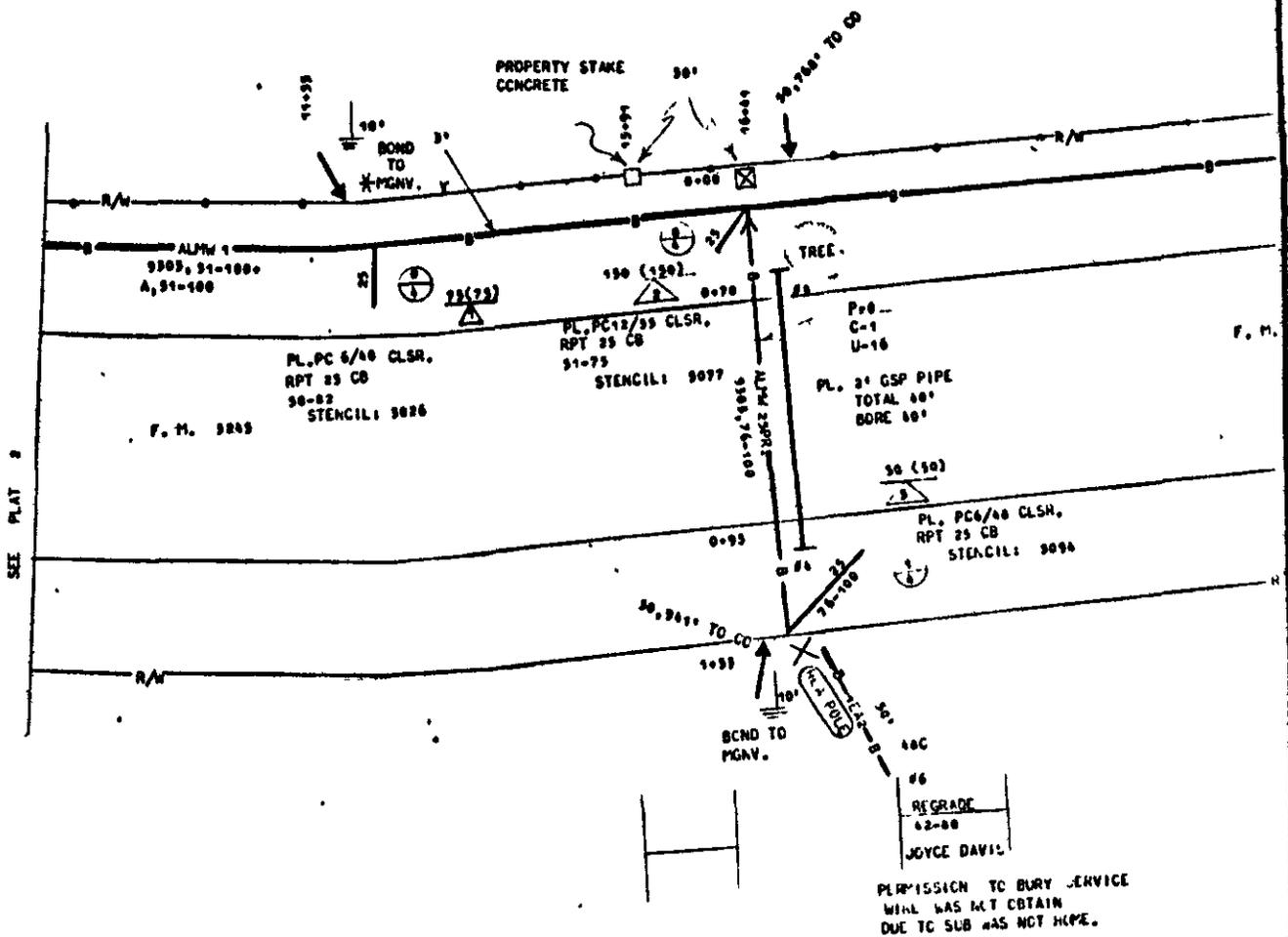
VOL. 20 PG. 506

FROM OP. PLAT	TO OP. PLAT	DESCRIPTION	ACCY CODE	PL.	ALL	BEFORE 7/17	CREW NO.	DATE
1-1	2-2	ALPW 1	ASC	2225'	2225'	2225'		
2-2	3-2	ALPW 25PR.	ASC	103'	133'	133'		
3-2	4-2	ALPW 25PR.	ASC	98'	80'	60'		

- NOTES:
1. RESTENCIL TERMINALS AS INDICATED IN ORDER THAT THEY WILL AGREE WITH RECORDS.
 2. BURY CABLE MIN. 24" UNLESS SPECIFIED DIFFERENT ON PRINTS.
 3. LOCATE ALL BURIED UTILITIES BEFORE DIGGING.
 4. RESTORE ALL SURFACES TO AS GOOD AS FOUND OR BETTER.

SRM
82-88
THEADDS PEOPLES

PERMISSION TO BURY SERVICE WIRE WAS NOT OBTAINED DUE TO SUB WAS NOT HOME.



APPROVAL OF PERMIT APPLICATION
FOR USE OF UPSHUR COUNTY RIGHT OF WAYDated: July 28, 1980TO: EXXON CORPORATION
P. O. BOX 2025
TYLER, TEXAS 75710Attention: Mr. Thomas A. Loftis
Right of Way and Claim Section

The Upshur County Commissioners' Court offers no objections to the location on the right of way of your proposed gas pipeline as shown by accompanying drawing and Notice dated July 18, 1980, except as noted below:

It is expressly understood that the Upshur County Commissioners' Court does not purport, hereby, to grant any right, claim, title or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add to, or in any manner change the structure of this right of way, this appurtenance, if affected, will be moved under the direction of the Upshur County Commissioners' Court representative and shall be relocated at the complete expense of the owner within thirty (30) days upon receipt of notice from the Commissioners' Court.

All work on the county right of way shall be performed in accordance with the Commissioners' Court's instructions. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Special specifications for placing this line are as follows:

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

Approved
7-28-80

6. All lines under roads carrying pressure in excess of 50 psi shall be enclosed in satisfactory casing extending from the right of way line to right of way line. Pipe used for casing may be of any type approved by the County Engineer or Commissioners' Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length. Inside diameter of casing shall be at least 2 inches greater than the largest diameter of carrier pipe, joints, or couplings.
7. All excavations within the right of way and not under surfacing shall be backfilled by tamping in 6-inch horizontal layers. All surplus material shall be removed from the right of way and the excavation finished flush with surrounding natural ground.
8. All ground lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch.

Any material placed in county right of way by permit will be of a nature or composition that said line can be located with the use of a standard locator device used in locating buried cables or pipes.
9. Lines crossing under roads and under cross-roads within the right of way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadways shall be cast iron or equivalent pipe.
10. Where evidence is presented indicating the impracticability of boring or tunnelling, the Commissioners' Court may grant permission to cut the surfacing no wider than 4 inches. In the event a cut is permitted the following conditions will govern:
 - (a) Excavation areas are to be filled and packed with compatible material; and
 - (b) The surfacing will be replaced with equivalent quality surfacing.
11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in that Commissioners' precinct.
12. Where in the opinion of the Upshur County Commissioners' Court it may be considered necessary to protect losses incurred by damages to the roads, bridges, on right of way structures, they may by action of the Court require a surety bond in the amount sufficient to cover any damages.
13. Where, in the opinion of the Commissioners' Court, an inspector is necessary, the party receiving permit will bear the cost of an inspector.

APPROVED: [Signature]
UPSHUR COUNTY JUDGE

APPROVED: UPSHUR COUNTY COMMISSIONERS
Precinct 1 [Signature]
Precinct 2 [Signature]
Precinct 3 [Signature]
Precinct 4 [Signature]

ORDER OF COMMISSIONERS' COURT
GRANTING PIPELINE CROSSING RIGHTS
TO EXXON CORPORATION

IN THE COMMISSIONERS' COURT OF UPSHUR COUNTY, TEXAS:

On this, the 28 day of July, 1980, on Motion duly made, seconded and passed by the Commissioners' Court of Upshur County, Texas, and entered in its Minutes, the foregoing Petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate one (1) pipeline under and across the certain road and ditches as shown on the map attached to said application upon the conditions, and agreement of Petitioner, that said pipeline is to be laid, operated, repaired, and maintained so as not to interfere with the drainage, proper maintenance, and free and undisturbed use of said road, and to relocate or change at Petitioner's risk and expense said pipeline within the existing right of way limits as directed by the County Engineer or Commissioners' Court upon reasonable notice, and to save the County, and each of its Commissioners, harmless from any cause of action aforesaid. Further, it is agreed and understood by all parties hereto that all excavations beneath oil and hard-surface road will be bored.

THE COMMISSIONERS' COURT
OF UPSHUR COUNTY, TEXASBy 
County Judge

AUG 30 1980

C. L. ...
L. L. ...

VOL. 20 PG. 510

NOTICE OF PROPOSED INSTALLATION
ROAD CROSSING

July 18, 1980

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

Formal notice is hereby given that Exxon Corporation proposes to construct one (1) pipeline road crossing beneath a county road within the right of way of Upshur County road at the location shown on the attached map, identified as "Attachment 1," in Precinct No. 1 in Upshur County, Texas.

The pipeline will be constructed and maintained on the Upshur County right of way as directed by the Commissioner of Precinct No. 1 and in accordance with specification of Upshur County Commissioners' Court. Details of the proposed construction and installation are shown on the attached drawing No. MA-4764.

Construction under this proposal will begin on or after the 21st day of July, 1980.

The permission of this Honorable Court for such proposed construction is respectfully requested.

Firm: EXXON CORPORATION

By: Thomas A. Loftis

Title: Right of Way Agent

Address: P. O. Box 2025
Tyler, Texas 75710

Y REPORT

COUNTY TREASURER

1980 INCLUSIVE

Transfers In	Transfers Out	BALANCE	
		3,195.00	1.
		101,725.15	2.
		786.04	3.
		4,511.38	4.
		4,812.60	5.
		4,796.22	6.
		4,102.45	7.
			8.
		1,348.07	9.
			10.
		1,370.14	11.
			12.
			13.
			14.
		928.80	15.
		675.67	16.
		1,453.37	17.
		4,895.60	18.
		22,625.03	19.
		157,225.52	20.

LIABILITIES ON HAND

Revenue Sharing & R&B Funds	180,000.00
General Fund	150,000.00
J. R&B Fund	212,000.00
R&B Funds, 1-2-3&4	113,000.00
MUW Probation	15,049.00
Permanent School Fund	148,000.00
Dist. Clerk's Office	25,000.00
R.O.W. Money Mkt. C.D.	11,000.00
TOTAL ALL BONDS	927,049.00

TREASURER'S QUARTERLY

BY C.H. PitmanFROM April 1, 1980 TO June 30, 1980

	Balance Last Report	Amt. Rec. Since Last Report	Disbursements
1. General	55,239.60	493,814.53	545,859.13
2. Salary	17,493.57	329,490.37	245,258.79
3. R&B	1,075.93	137,710.11	138,000.00
4. R&B 1	14,530.80	92,331.91	102,351.33
5. R&B 2	15,180.43	89,259.96	99,627.79
6. R&B 3	31,852.17	49,359.48	76,415.43
7. R&B 4	35,360.62	55,511.78	86,769.95
8. Perm. Imp.			
9. Per. School	57,435.50	179,319.95	235,407.38
10. Social Sec.			
11. Jury	4,335.14		2,965.00
12. R&B 3A Int. & Skg.			
13. Upshur Co. Immunization			
14. Road Dist. 1-C Avail.			
15. Upshur Co. Fed. Rev. Share	10,566.37	96,030.60	105,668.17
16. Upshur Law Library	2,118.12	619.00	2,061.45
17. R. O. W.	238.98	1,214.39	
18. Crim. Justice Plan	8,292.60	4,119.00	7,516.00
19. MUW Co. Probation	26,559.65	41,676.60	45,611.22
20.	280,279.48	1,570,457.68	1,693,511.64

LIST OF BONDS AND OTHER SECURITIES

PERMANENT SCHOOL FUND

15 Central Hgts. I.S.D. Bonds	15,000.00
10 Liberty Eylau I.S.D. Bonds	10,000.00
5 Leander I.S.D. Bonds	5,000.00
9 City of Killeen Bonds	9,000.00
6 Huntington B.R.H.S. Bonds	6,000.00
8 Bowie Co. C.S.D. Bonds	8,000.00
7 West Sabine I.S.D. Bonds	7,000.00
7 Livingston I.D.S. Bonds	7,000.00
6 Ora City I.D.S. Bonds	6,000.00

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY

'80 JUL 28 AM 11:44

VOL. 20 PG. 513

UPSHUR COUNTY

**TREASURER'S
QUARTERLY REPORT**

Covering Period

From April 1, 1980

To June 30, 1980 Inclusive

Date Filed July 28, 1980

By

C.H. Pitman
County Treasurer, Upshur County

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME, the undersigned authority, on this day personally appeared

C. H. Pitman, County Treasurer of Upshur County,

who being by me duly sworn, upon oath, says that the within and foregoing report is true and correct

C.H. Pitman, County Treasurer

SWORN TO AND SUBSCRIBED before me this 28th day of July, 19 80

B. Lueders, Clerk
County Court, Upshur County, Texas

BEFORE ME J. B. Hill, Jr., County Clerk, Upshur County, Texas, on this day

personally appeared Everett Dean, County Judge; Bernice Nobles,

Commissioner, Precinct No. 1; J. M. Meadows, Commissioner, Precinct No. 2;

Charles L. Stell, Commissioner, Precinct No. 3; and Floyd Drennan

Commissioner, Precinct No. 4, who after being duly sworn by me state under their oath, that the
have examined the foregoing County Treasurer's Report, of Upshur County, Texas, and find the
same to be correct to the best of their knowledge and belief.

Everett Dean
County Judge

Bernice Nobles
Commissioner, Precinct No. 1

J. M. Meadows
Commissioner, Precinct No. 2

C. L. Hill
Commissioner, Precinct No. 3

Floyd Drennan
Commissioner, Precinct No. 4

SUBSCRIBED AND SWORN TO Before me, this 28th day of July

A. D. 19 80

B. Lueders
County Clerk, Upshur County, Texas



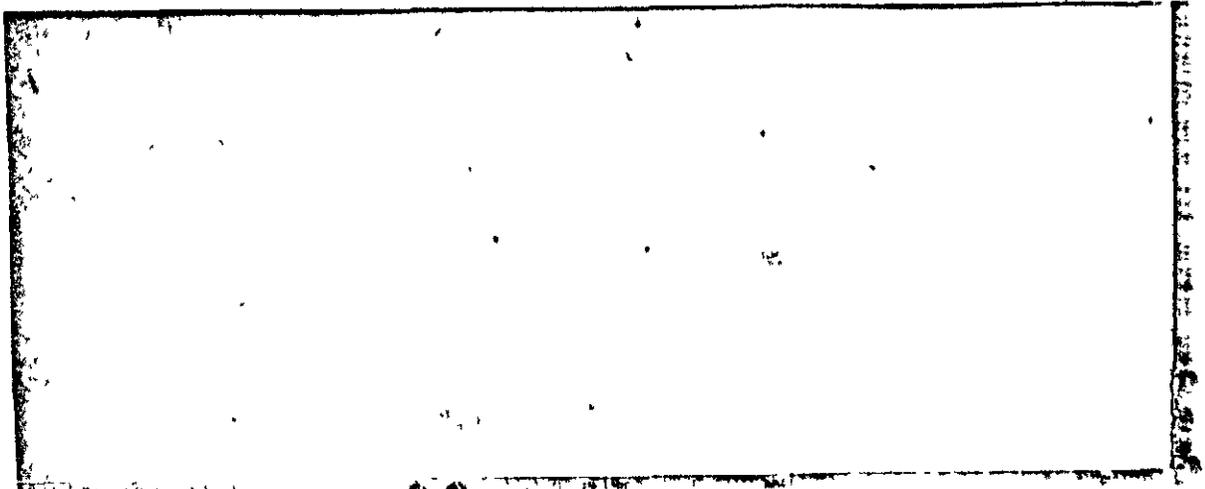
VOL 20 PG. 514

April - June Allocation
Upshur County
Rural Fire Protection

Department	No. of Calls	Amount @ 20.78/call*	% of Total
Gilmer	134	2784.52	37.1
Big Sandy	45	935.10	12.5
Ore City	74	1537.72	20.5
East Mountain	25	519.50	6.9
Harmony	28	581.84	7.8
New Diana	7	145.46	1.9
West Mountain	3	62.34	.8
Bettie	32	664.96	8.9
Ewell	1	20.78	.3
Holly Lake	-0-	-0-	-0-
Union Grove	9	187.02	2.5
Pritchett	3	62.34	.8
	<u>361</u>	<u>7501.58</u>	<u>100%</u>

7500 ÷ 361 = \$20.78/call

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY
80 JUL 28 AM 11:44



EMPLOYEE CHANGE OF STATUS REPORT

Please enter the following change(s) as of June 1, 1980

Name Minnie Elwell

Clock or Payroll No. _____
Soc. Sec. Number _____

FROM

Job	Dept.	Shift	Rate
Court Administrator			\$1000.00 mo.

TO

Job	Dept.	Shift	Rate
Court Administrator			\$1100.00 mo.

FILED
J.B. HULL, JR.
CLERK UPSHUR COUNTY
JUL 28 AM 11:44 '80

REASON FOR CHANGE:

- Hired
- Re-hired
- Promotion
- Demotion
- Transfer
- Merit Increase
- Length of Service Increase
- Re-evaluation of Existing Job
- Resignation
- Retirement
- Layoff
- Discharge

Leave of Absence to _____ Date _____

Other reason or explanation: Second year of grant begins.

AUTHORIZED BY [Signature] APPROVED BY _____

Prepare in triplicate: (1) Personnel (2) Payroll (3) Employee's Department

EMPLOYEE CHANGE OF STATUS REPORT

Please enter the following change(s) as of 7-31-80

Name Laura Gunn Clock or Payroll No. _____

Soc. Sec. Number 566-26-2480

FILED
J.B. HILL, JR.
CLERK
UPSHUR COUNTY

JUL 28 AM 11:43 '80

FROM

Job	Dept.	Shift	Rate

TO

Job	Dept.	Shift	Rate
Deputy Tax Assessor	CTA		565.02 mo.

REASON FOR CHANGE:

- Hired
- Re-hired
- Promotion
- Demotion
- Transfer
- Merit Increase
- Length of Service Increase
- Re-evaluation of Existing Job
- Resignation
- Retirement
- Layoff
- Discharge

Leave of Absence to _____ Date _____

Other reason or explanation: _____

AUTHORIZED BY *W.C. Hill, Jr.* APPROVED BY _____

Prepare in triplicate: (1) Personnel (2) Payroll (3) Employee's Department

July 28, 1980

FUNDS

VOL. 20 PG. 517

General

<u>Claim No.</u>	<u>Pay To</u>	<u>Classification</u>	<u>Amount</u>
922	First National Bank	Services & Charges	39.55
923	Virgil Mulanax	Supplies	10.30
924	Kaufman County Sheriff	Services & Charges	10.00
925	Bessie Faye Hill	Services & Charges	20.12
926	Dennis Gunn	Services & Charges	5.00
927	Postmaster	Supplies	500.00
928	General Telephone	Services & Charges	980.74
929	Jury Fund	Salaries	2,000.00
930	W.S. Chasteen	Services & Charges	51.48
931	Bill Jones	Services & Charges	20.78
932	Arkla Gas	Services & Charges	46.38
933	Swepeco	Services & Charges	1,774.66
934	James Beasley	Services & Charges	16.98
935	Racal - Milgo	Services & Charges	105.00
936	American Petrofina Co.	Supplies	37.88
937	Bessie Faye Hill	Services & Charges	51.60

R&B #1

155	Gulf Oil Corporation	Gas & Oil	1,320.26
-----	----------------------	-----------	----------

R&B #2

214	Gulf Oil Corporation	Gas & Oil	988.88
215	Mill & Welding Supply	Other Supplies	50.40
216	Hubert Manning	Travel	64.80

R&B #3

216	Holman - Bennetton, Phillips	Repair Parts	1,870.56
217	Grady Holmes	Culverts	178.20
218	Mill & Welding Supply Co.	Other Supplies	27.52
219	Arkla Gas	Utilities	2.74
220	Max Teffteller	Maintenance	50.00

R&B #4

205	Goodyear Service Store	Repair Parts	262.86
		Maintenance	19.50
204	Gulf Oil Products	Gas & Oil	1,457.02

Revenue Sharing

85	Gilmer Fire Dept.	Services & Charges	2,784.52
86	Ore City Fire Dept.	Services & Charges	1,537.72
87	Big Sandy Fire Dept.	Services & Charges	935.10
88	Bettie Fire Dept.	Services & Charges	664.96
89	Harmony Fire Dept.	Services & Charges	581.84
90	East Mountain Fire Dept.	Services & Charges	519.50
91	Union Grove Fire Dept.	Services & Charges	187.02
92	New Diana Fire Dept.	Services & Charges	145.46
93	West Mountain Fire Dept.	Services & Charges	62.34
94	Pritchett Fire Dept.	Services & Charges	62.34
95	Ewell Fire Dept.	Services & Charges	20.78

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY
30 JUL 28 PM 12:16

Vol. 20 PG. 518

LAWYERS TITLE AGENCY

422 NORTH GREEN PH. 757-5116
LONGVIEW, TX 75801

369

7-30 1980

68-560
1119

PAY TO THE
ORDER OF

County Clerk, Tarrant County

\$ 150 ⁰⁰/₁₀₀

One Hundred Fifty - Two and 70/100 — DOLLARS



FIRST NATIONAL BANK
GILMER, TEXAS 75644

LAWYERS TITLE AGENCY

FOR

August, 1980

Elizabeth Barlow

⑆111905609⑆ ⑈00⑈0942⑈3⑈0⑆