



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

April 6, 1981

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

Judge Dean read the minutes of the March 30, 1981 meeting. J. W. Meadows made the motion seconded by Delmo Lawson to approve the minutes to stand as read with the one correction as follows: The Liability insurance was accepted to cover the Sheriff's Department and all other elected officials not presently covered on another policy of this type. The motion carried.

After hearing a lengthy discussion from visitors of the court concerning improvements on Hwy. 300, Judge Dean made the motion to sign a contract between Upshur County Commissioners Court and the City of East Mountain to buy the Right of Way involving 12 acres in the East Mountain City limits. No second was received on this motion.

A Special Road Use Agreement was submitted by Jackie Stegall & Son to haul gravel on county roads Cherokee Trace, Armidillo, and Bison Roads. Floyd Drennan made the motion seconded by Charles Still to approve. Motion carried. A copy is attached.

Charles Welch submitted a permit application to extend a culvert within the Right of Way of Chinaberry Road. Charles Still made the motion seconded by Floyd Drennan to approve. Motion carried. A copy is attached.

Floyd Drennan made the motion seconded by Charles Still to approve a Special Road Use Agreement submitted by Jackie Stegall & Son to build a bridge on Cherokee Trace. Motion carried. A copy is attached.

A permit application was submitted by Arkansas Louisiana Gas Company to place a 3/4" steel gas pipe line within the Right of Way of county road Arthur Drive (Camp Joy). J. W. Meadows made the motion seconded by Delmo Lawson to approve the application. The motion carried. A copy is attached.

K. L. Breeden & Sons, Waylon Morgan and Conrad Coppedge submitted a Special Road Use Agreement to haul pipe and other related oil field commodities on county road Violet Road. J. W. Meadows made the motion seconded by Charles Still to approve the application. The motion carried. A copy is attached.

Charles Still made the motion seconded by Floyd Drennan to approve a Special Road Use Agreement submitted by Houghton Timber Company to haul logs off FM 1002 west on Peach and south on Birch to timber tract and return same route. Motion carried. Copy attached.

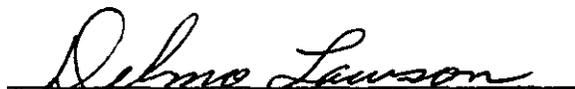
The court next heard a quarterly report from Upshur County Sheriff, Dale Jewkes.

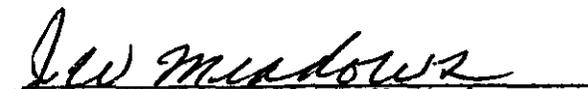
The District Judge requested the court sign a grant application for the Court Co-ordinators salary. The application was given to Keith Barber to examine, and put on the agenda for next week's meeting.

Floyd Drennan made the motion seconded by Delmo Lawson to approve the unpaid bills. The motion carried. A copy is attached.

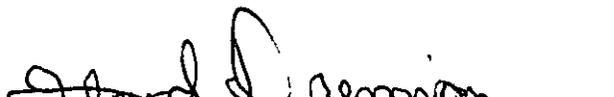
Delmo Lawson made the motion seconded by J. W. Meadows to adjourn. Motion carried.


County Judge, Everett Dean


Commissioner Pct #1, Delmo Lawson


Commissioner Pct. #2, J. W. Meadows


Commissioner Pct. #3, Charles Still


Commissioner Pct. #4, Floyd Drennan

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Jackie Stegall & Son,
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) Cherokee Trace, Armidillo, and Bison Roads

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.

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 6 day of April, A.D. 1981.

R I Big Lady & Jackie Stegall 75775
FIRST PARTY Jackie Stegall & Son

Lawrence H. Deane
COUNTY JUDGE

Delma Lawson
COMMISSIONER #1

J. W. Meadows
COMMISSIONER #2

Chas. S. Smith
COMMISSIONER #3

David W. Johnson
COMMISSIONER #4

* Strike if not applicable

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date April 3, 1981

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

Formal notice is hereby given that Charles Welch
whose principal address is Rt. 3, Gilmer, Texas 75644
does propose to place a culvert extension
within the ROW of County Road Chinaberry 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 _____, 1981.

NAME: _____

TITLE: _____

ADDRESS: _____

*Approved
3-4-81*

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Jackie Stegall & Son, 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) To build bridges
using 4-60 in. log 40 ft.
Still culverts on Cherokee 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 _____ 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 6 day of April, A.D. 1981.

Jackie Stegall
FIRST PARTY

Ernest Dean
COUNTY JUDGE

John Lawson
COMMISSIONER #1

Jim Meadows
COMMISSIONER #2

C. S. Hill
COMMISSIONER #3

Donald Drayman
COMMISSIONER #4

* Strike if not applicable

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date March 30, 1981

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

Formal notice is hereby given that ARKANSAS LOUISIANA GAS CO
whose principal address is 208 W. Harrison, Gilmer, Texas
does propose to place a 3/4" Steel Gas pipe line
within the ROW of County Road Arthur Drive (Camp Joy)
as follows:

To drill under Arthur Dr with 3/4" welded steel gas pipe
Approx. 1700' West of Janice Dr.

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
the first day of April, 1981.

FIRM: ARKANSAS LOUISIANA GAS CO

TITLE: T. H. Stephenson, Manager

ADDRESS: Box 859, Gilmer, Texas 75644

T. H. Stephenson
3-4-81

ARKANSAS LOUISIANA GAS COMPANY

ENGINEERING DIAGRAM

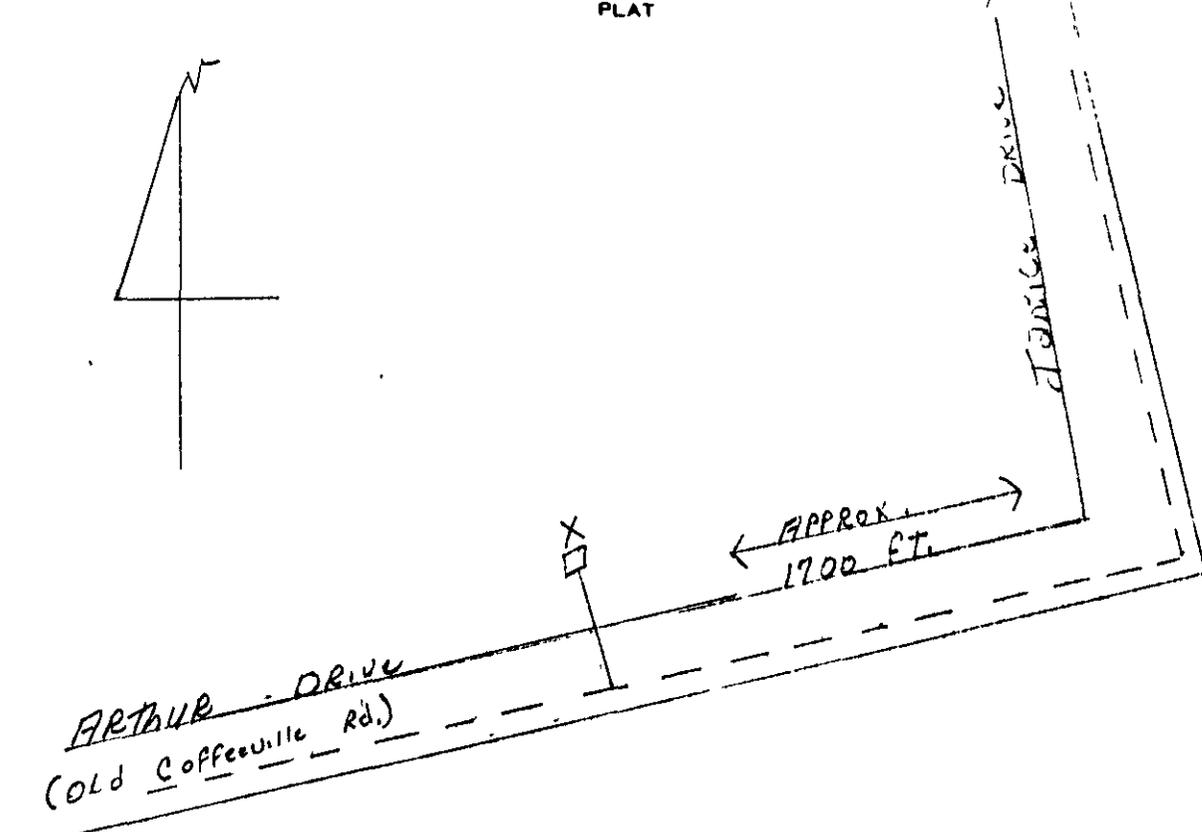
J. O. NO. _____ W O NO. _____ COUNTY LIPSEKUR STATE TEXAS

PIPE LAID OR REMOVED

SIZE	STEEL C I PLASTIC	HOW COUPLED	AMOUNT	WEIGHT PER FOOT	WALL THK	GRADE	NEW OR #2	COATING	MANUFACTURER	OTHER
<u>3/4"</u>	<u>STEEL</u>	<u>Weld</u>	<u>60'</u>		<u>.118</u>		<u>NEW</u>	<u>MSF</u>	<u>TEXTRAC</u>	

FITTINGS AND OTHER MATERIAL	

WORK COMPLETED _____ 19 _____ INV MAP _____ SERVICE MAP _____ STREET ARTHUR DRIVE
 FOREMAN T. H. STEPHENSON TOWN GILMER DISTRICT - (COMP TOY 1920) (RE # 76.5)
 PLAT



BELOW FOR USE OF ENGINEERING DEPARTMENT

C P: STA ETC.	LAID	REMOVED	INV MAP
SIZE			

DIAG NO. _____ CHECKED _____ POSTED AT _____

SPORT _____ BY _____
 _____ BY _____

ED 97 REV. 10-72

ARKANSAS LOUISIANA GAS COMPANY

ENGINEERING DIAGRAM

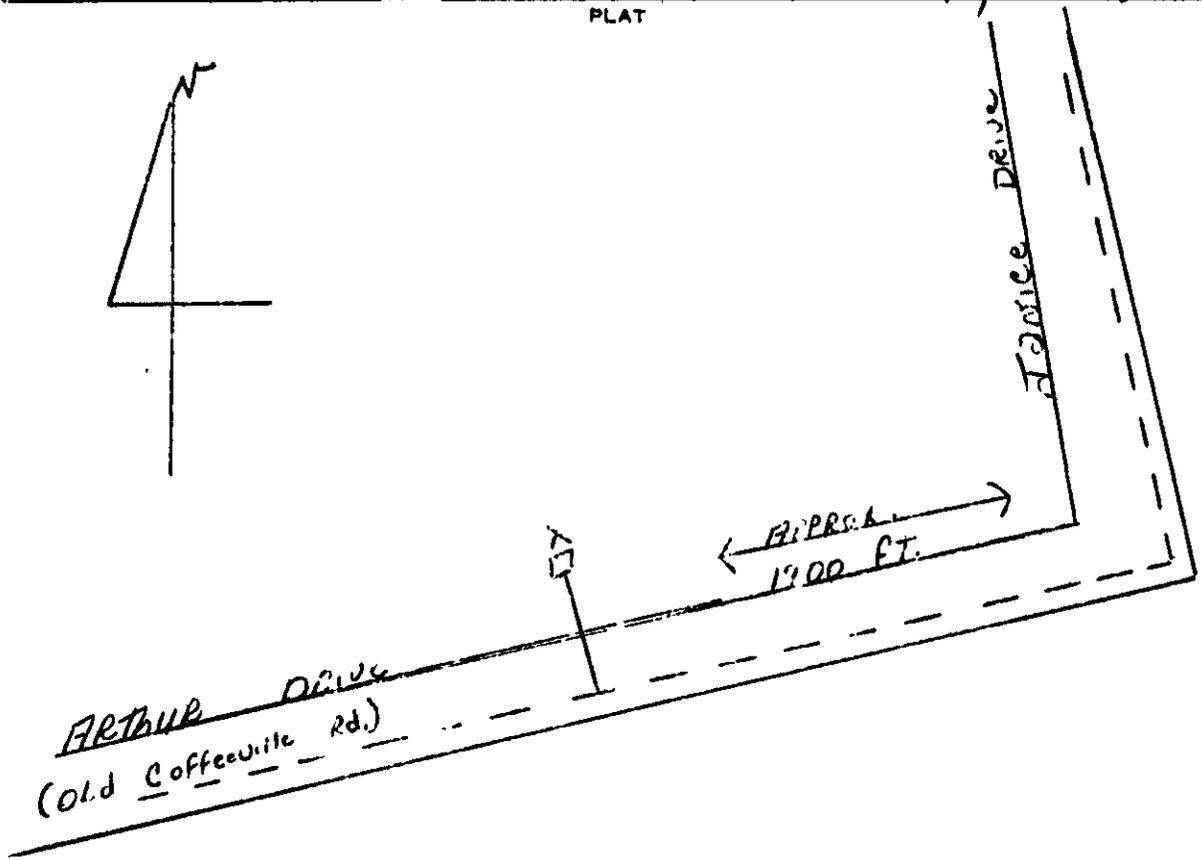
J. O. NO. _____ W. O. NO. _____ COUNTY LAFAYETTE STATE Texas

PIPE LAID OR REMOVED

SIZE	STEEL C I PLASTIC	HOW COUPLED	AMOUNT	WEIGHT PER FOOT	WALL THK	GRADE	NEW OR #2	COATING	MANUFACTURER	OTHER
<u>3/4"</u>	<u>Steel</u>	<u>Weld</u>	<u>60'</u>		<u>.113</u>		<u>new</u>	<u>MSI</u>	<u>TEXTUBE</u>	

FITTINGS AND OTHER MATERIAL	

WORK COMPLETED _____ 19 _____ INV. MAP _____ SERVICE MAP _____ STREET ARTHUR DRIVE
 FOREMAN T. H. STEPHENS TOWN GILMER DISTRICT - (CAMP HOY AVE.) (RE # 765)
 PLAT _____



BELOW FOR USE OF ENGINEERING DEPARTMENT

C. P. STA ETC.	LAID	REMOVED	INV. MAP
SIZE			

DIAG. NO. _____ CHECKED _____ POSTED AT _____

REPORT BY _____ BY _____

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS |

COUNTY OF UPSHUR |

KNOW ALL MEN BY THESE PRESENTS

K. L. Breeden & Sons

The undersigned, Waylan Morgan and Conrad Coppedge,

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) Violet 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 pipe and other related ^{oil field commodities} 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 _____ (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.

WITNESS our hands this the 6 day of April, A.D. 19 81.

P.O. Box 23
Ore City, Texas 75683

Waylon Morgan
Conrad Coppedge
FIRST PARTY R. L. Breedon & Sons
Waylon Morgan & Conrad Coppedge

[Signature]
COUNTY JUDGE

[Signature]
COMMISSIONER #1

[Signature]
COMMISSIONER #2

[Signature]
COMMISSIONER #3

[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, Houghton Timber 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) Off FM 1002 west on Peach and south on Birch to timber tract and return same route.

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. 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 6 day of April, A.D. 19 71.

Hauling for Snider Industries

Ray Greer Ray Greer
FIRST PARTY Houghton Timber Co.
P.O. Box 668
Marshall, Texas 75760

Edmund Peace
COUNTY JUDGE

John Lawson
COMMISSIONER #1

John McPherson
COMMISSIONER #2

Charles F. Smith
COMMISSIONER #3

Stacy R. Bennett
COMMISSIONER #4

* Strike if not applicable

General

617	Frank White	Capital Outlay	170.55
618	Constable Pct#3 Dallas County	Services & charges	22.00
619	First National Bank	Supplies	50.00
620	Charles Ed Holmes	Services & charges	5.00
621	Arkla Gas	Services & charges	75.14
622	Swepeco	Services & charges	59.39
623	Edwin York	Services & charges	1,646.71

R&B #1

94	Ronnie Fountain	Gravel	24.00
95	Deloris Waggoner	Gravel	24.00
96	J. B. Hill	Maintenance	10.00
97	Herbert L. Young	Gas & Oil	1,630.15

R&B #2

118	Upshur Rural Electric	Utilities	13.08
119	Herbert L. Young	Gas & Oil	1,723.06

R&B #3

102	Luther Holeman	Gravel	134.00
103	Buster Langford	Gravel	308.00
104	Upshur Rural Electric	Utilities	22.21

R&B #4

119	Bessie Ray	Gravel	19.50
120	Chester Newsome	Gravel	19.50
121	Herbert L. Young	Gas & Oil	2,695.22
122	Upshur Rural Electric	Utilities	12.06
123	Jimmy Fannin	Maintenance	15.00

