



VOL. 21 PG. 233

UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

May 4, 1981

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

Judge Dean read the minutes of the April 13, 1981 meeting. Charles Still made the motion seconded by Floyd Drennan to approve the minutes to stand as read. Motion carried.

The court then heard from Mrs. Archie Shelton concerning the condition of the roads in Precinct #1, more precisely Piedmont Road.

Court adjourned until 8:00 A.M., May 5, 1981.

Court reopened at 9:00 A.M., May 5, 1981.

J. W. Meadows made the motion seconded by Floyd Drennan to dissolve two (2) contracts between the District Attorney's Office and the County of Upshur. The lease agreements involved a Recorder and Transcriber and a Copier. Motion carried. Copies attached.

Charles Still made the motion seconded by Delmo Lawson to place a letter from Bob Bullock, Comptroller of Public Accounts, in the court minutes. Motion carried. Copy is attached.

A Special Road Use Agreement was submitted by Lasco, Inc. to haul logs over County Road, Aspen Trail. Charles Still made the motion seconded by Floyd Drennan to approve. Motion carried. Copy is attached.

Continental Telephone of Texas submitted a permit application to place buried telephone cable within The Right of Way of County Road, Sycamore & Red Cedar Roads. Charles Still made the motion seconded by Floyd Drennan to approve. Motion carried. Copy is attached.

Floyd Drennan made the motion seconded by J. W. Meadows to approve a permit application submitted by Western Gas Corporation to place buried pipeline across and within the Right of Way of County Roads in Precinct #4. Motion carried. Copy is attached.

A permit application was submitted by Clester Gage to install a culvert within the Right of Way of County Road, Lemon Trail. Charles Still made the motion seconded by Floyd Drennan to approve. Motion carried. Copy is attached.

Tommy Fairless submitted a Special Road Use Agreement to haul logs over county road, Red Maple Road. Charles Still made the motion seconded by Floyd Drennan to approve. Motion carried. Copy is attached.

Haughton Timber Company submitted a Special Road Use Agreement to haul logs over Lemon and Mulberry Roads. Charles Still made the motion seconded by Floyd Drennan to approve. Motion carried. Copy is attached.

Louisiana-Pacific submitted a Special Road Use Agreement to haul logs over County Road, Spider Lily Road. Delmo Lawson made the motion seconded by J. W. Meadows. Motion carried. Copy is attached.

A permit application was submitted by Jerry Echols to install a culvert within the Right of Way of County Road, Flax Road. J. W. Meadows made the motion seconded by Delmo Lawson to approve. Motion carried. Copy is attached.

A permit application for use of Upshur County Roads was submitted by Western Gas Corporation to place a buried pipeline across and within the Right of Way of County Road, Aspen Trail. Charles Still made the motion seconded by Floyd Drennan to approve. Motion carried. Copy is attached.

An agreement was submitted by New Diana I. S. D. to Upshur County to improve the school parking lot & adjacent roads, including county roads. This agreement was tabled until the District Attorney has examined it.

Charles Still made the motion seconded by Floyd Drennan to approve the attendance of Johnny Miller at a training workshop in Austin, Texas, June 9-11, 1981. Motion carried.

J. W. Meadows made the motion seconded by Floyd Drennan to approve the attendance of Keith Barber and one assistant at an Annual Auditors meeting in Austin, Texas, May 20, 21, & 22, 1981. Motion carried.

J. W. Meadows made the motion seconded by Delmo Lawson to approve the unpaid bills. Motion carried. Copy is attached.

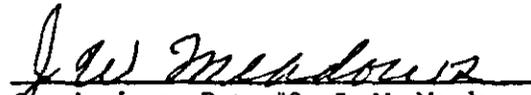
Court adjourned. Closed for executive session.



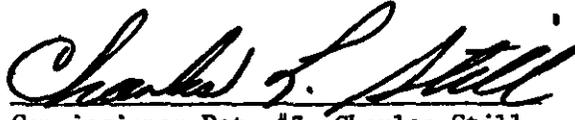
Upshur County Judge, Everett Dean



Commissioner Pct, #1, Delmo Lawson



Commissioner Pct, #2, J. W. Meadows



Commissioner Pct, #3, Charles Still



Commissioner Pct #4, Floyd Drennan

THE STATE OF TEXAS X

X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR X

WHEREAS, on the 6th day of August, A. D. 1979, the County of Upshur County, Texas, acting by and through Everett Dean, its duly elected and qualified County Judge, and the Office of the Criminal District Attorney of Upshur County, Texas, acting by and through Dwight Brannon, the duly elected and qualified Criminal District Attorney, called LESSOR and LESSEE respectively, made and entered into a Lease Agreement wherein Lessor leased to Lessee one Lanier Regent Portable Cassette Recorder, Model AL/C and one Lanier Regent Cassette Transcriber bearing Serial # 724214, with foot control and headset; and,

WHEREAS, Lessor and Lessee are desirous of dissolving said lease agreement but agree that said above described Recorder and Transcriber should remain in the Office of the Criminal District Attorney:

THEREFORE, IT IS AGREED AND UNDERSTOOD BY AND BETWEEN LESSOR AND LESSEE HEREIN, said Lease Agreement as heretofore made and entered on August 6, 1979, be and the same is hereby in all things dissolved and it is FURTHER AGREED AND UNDERSTOOD by and between Lessor and Lessee herein that said Recorder and Transcriber heretofore mentioned shall remain in the Office of the Criminal District Attorney for the use of said Office.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands in duplicate, on this the 3rd day of May, A.D. 1981.

UPSHUR COUNTY, TEXAS

BY: Everett Dean
EVERETT DEAN, County Judge

OFFICE OF THE CRIMINAL DISTRICT ATTORNEY, UPSHUR COUNTY, TEXAS

BY: Dwight Brannon
DWIGHT BRANNON, Criminal District Attorney

VOL. 21 PG. 236

THE STATE OF TEXAS X

COUNTY OF UPSHUR X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared EVERETT DEAN and DWIGHT BRANNON, both known to me to be the persons whose names are subscribed to the foregoing instrument, and who each acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated in said instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of May, A.D. 1981.

Bobbie Hansen
NOTARY PUBLIC IN AND FOR UPSHUR
COUNTY, TEXAS

THE STATE OF TEXAS X

X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR X

WHEREAS, on the 1st day of August, A.D. 1979, the County of Upshur County, Texas, acting by and through Everett Dean, its duly elected and qualified County Judge, and the Office of the Criminal District Attorney of Upshur County, Texas, acting by and through Dwight Brannon, the duly elected and qualified Criminal District Attorney, called LESSOR and LESSEE respectively, made and entered into a Lease Agreement wherein Lessor leased to Lessee one Savin 760 Copier bearing Serial # 680202620 together with all supplies therefor; and,

WHEREAS, Lessor and Lessee are desirous of dissolving said lease agreement but agree that said above described Savin 760 Copier should remain in the Office of the Criminal District Attorney:

THEREFORE, IT IS AGREED AND UNDERSTOOD BY AND BETWEEN LESSOR AND LESSEE HEREIN, said Lease Agreement as heretofore made and entered on August 1, 1979, be and the same is hereby in all things dissolved and it is FURTHER AGREED AND UNDERSTOOD by and between Lessor and Lessee herein that said Copier heretofore mentioned shall remain in the Office of the Criminal District Attorney for the use of said Office.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands in duplicate, on this the 3rd day of May, A.D. 1981.

UPSHUR COUNTY, TEXAS

BY:

Everett Dean
EVERETT DEAN, County Judge

OFFICE OF THE CRIMINAL DISTRICT ATTORNEY, UPSHUR COUNTY, TEXAS

BY:

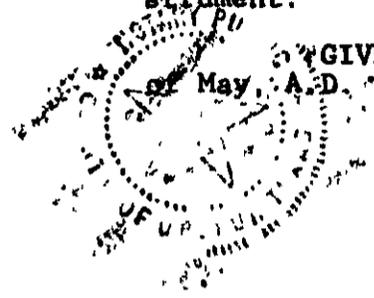
Dwight Brannon
DWIGHT BRANNON, Criminal District Attorney

THE STATE OF TEXAS X

COUNTY OF UPSHUR X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared EVERETT DEAN and DWIGHT BRANNON, both known to me to be the persons whose names are subscribed to the foregoing instrument, and who each acknowledged to

me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated in said instrument.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of May, A.D. 1981.

Bobbie Hankens
NOTARY PUBLIC IN AND FOR UPSHUR
COUNTY, TEXAS



512-475-6001

LBJ
State Office
Building

Bob Bullock
Comptroller of Public Accounts
Austin, Texas 78774

VOL 21 PG. 239

April 28, 1981

The Honorable Everett Dean
County Judge
Upshur County
P. O. Box 730
Gilmer, Texas 75644

Dear Judge Dean:

It is a pleasure to inform you that at the request of the Comptroller's Department, the Legislature has repealed the requirement that you submit the county depository pledge contracts to us for approval.

This was done in Senate Bill 272 which has been signed by the Governor and is in immediate effect.

The Comptroller's role in this was largely meaningless red tape, a hang-over from original law more than 75 years old.

Please accept my gratitude for the cooperation you and the court have given us in the past when this requirement was on the books.

Sincerely,

BOB BULLOCK
Comptroller of Public Accounts

BB:gcv/ss

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS 1

COUNTY OF UPSHUR 1

KNOW ALL MEN BY THESE PRESENTS

The undersigned, Lasco, Inc.

hereinafter referred to as First Party, enters into 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) Aspen Trail

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 said 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 4 day of May, A.D. 19 81.

B. J. Deane
FIRST PARTY Lasco, Inc.
P.O. Box 610
Gilmer, Texas 75644

Lawrence Deane
COUNTY JUDGE

Salma Lawson
COMMISSIONER #1

J. W. Meadows
COMMISSIONER #2

C. J. Hill
COMMISSIONER #3

Alvin J. Deane
COMMISSIONER #4

* Strike if not applicable

VOL 21 PG. 242

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY R.O.W.

DATE: April 15, 1981

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

Formal notice is hereby given that Continental Telephone of Texas
whose principal address is P. O. Box 477, Emory, TX 75440
does propose to place a buried telephone cable
within the R.O.W. of County road shown on attached map
as follows:

Sycamore & Red Cedar
BEGINNING at an existing pedestal on the East right-of-way line, the cable will
cross under the oil road to the West right-of-way line. It will proceed North
and will then turn West and parallel the South right-of-way line for approximately
1,824'. It will then turn North and will cross under the oil road and will end.

The location and description of the proposed lines or appur-
tenances 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 4th day of May 19 81.

Ref: Serve Victor Mullins

FIRM: Continental Telephone of Texas

TITLE: *Lynd M. White Jr.* Jr. Engineer

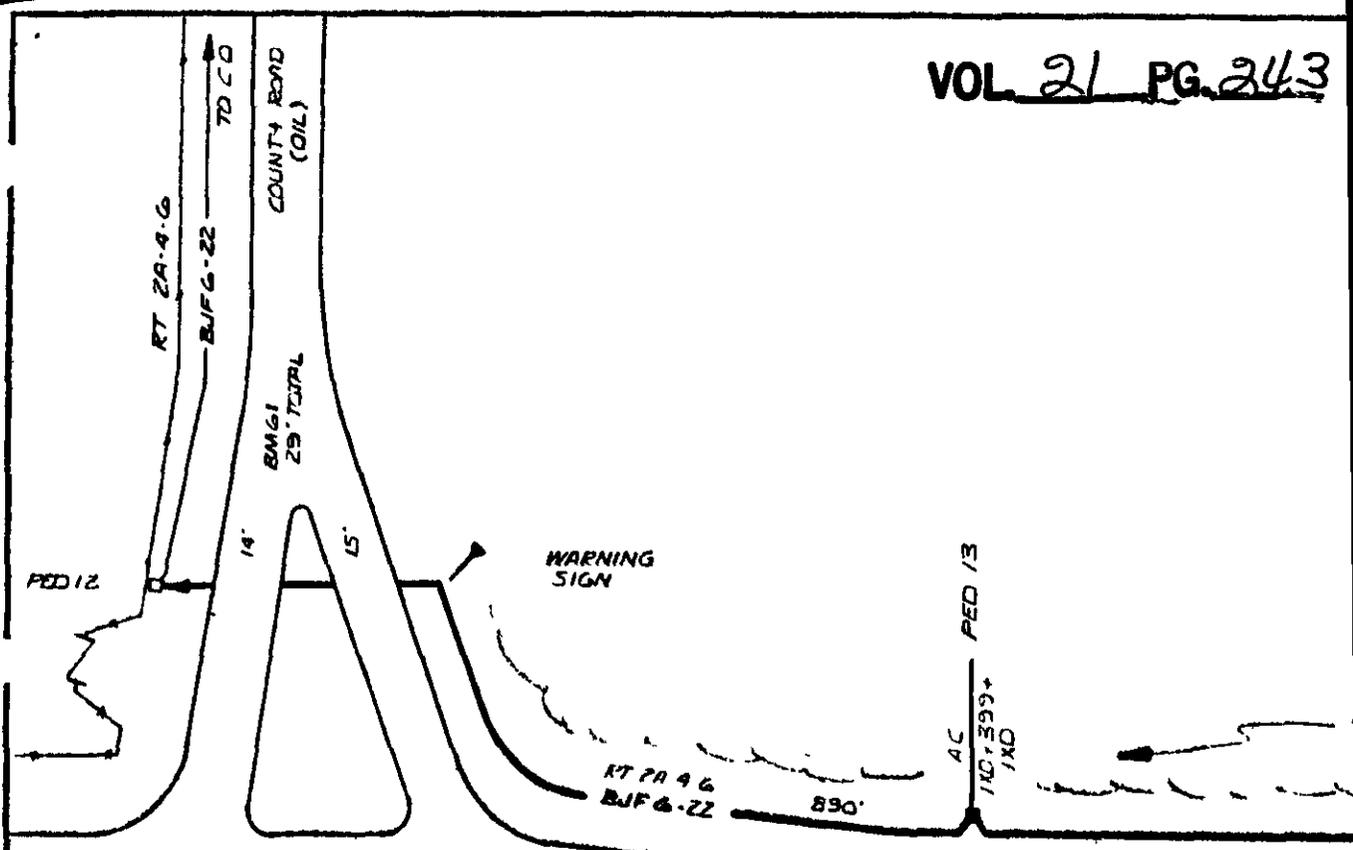
ADDRESS: P. O. Box 477

Emory, TX 75440

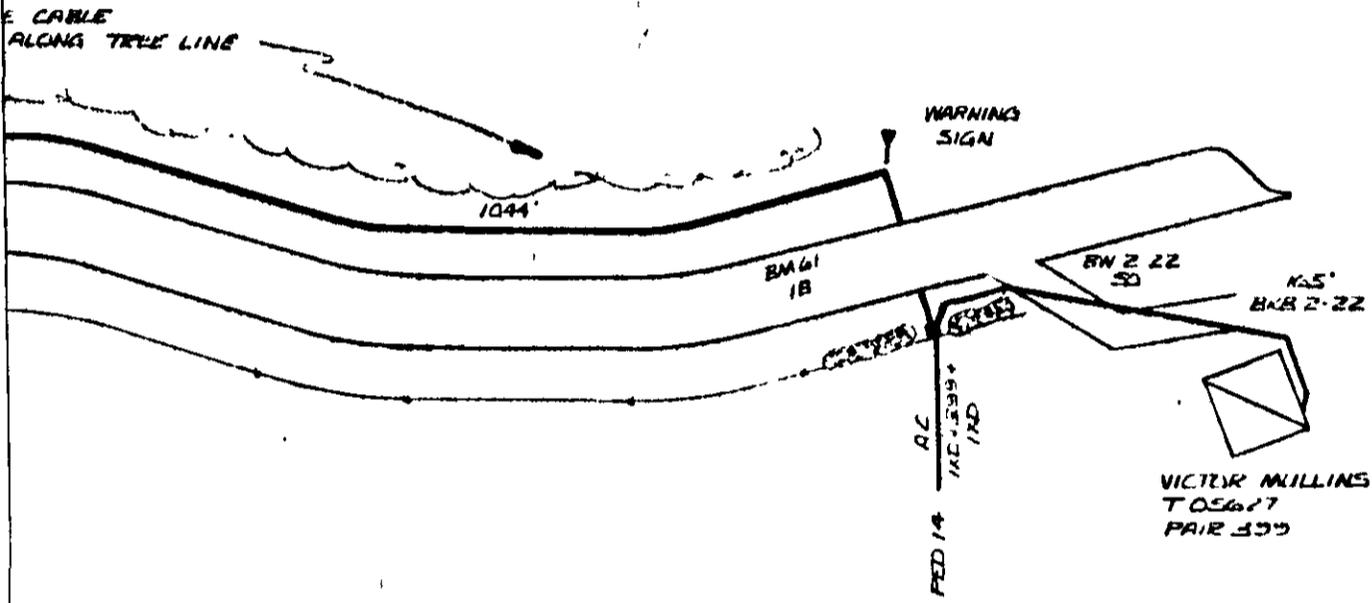
NOTE: This form to be submitted in duplicate for each proposed
installation.

*Approved
AP 5-5-81*

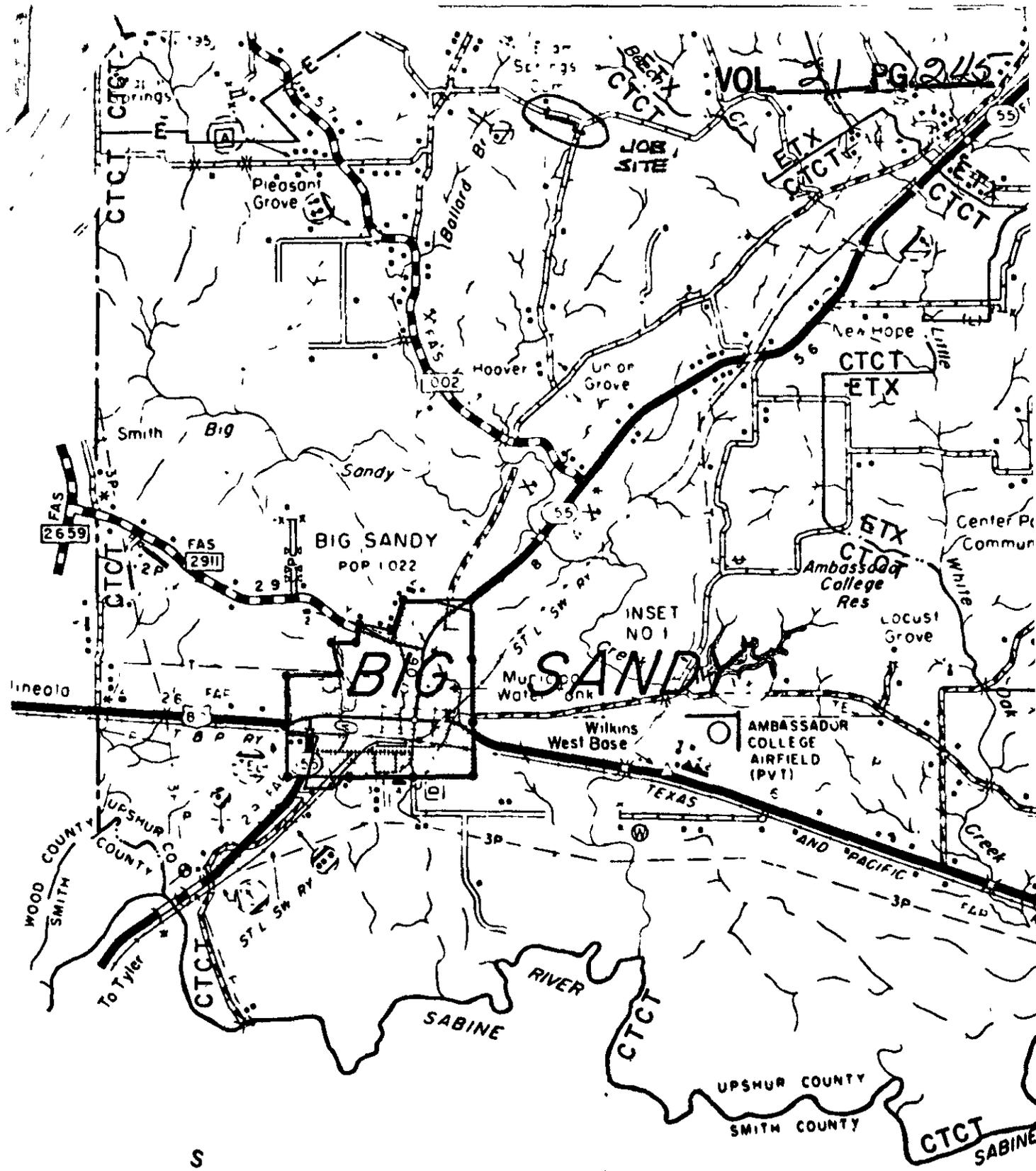
P-48 Effective March 1, 1963



PED NO.	SD 3A	SS	SM 57	SM 61	SM 96	SM 78	PM	B/J F 6-22	BJ	BJ	SW	SW
14	1		1	18'				106A'				
13	1		1	29'				910'				
12	EXIST.				1			-				
Total	2		2	47'				1974'				

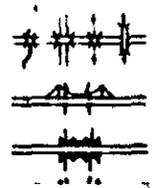


MC	Pole	BW	BKB	SUB	PP	REVISIONS:	NOTES:
3		2 22	2 22	NO.			
1 3							
1		50'	165'			 CONTINENTAL SYSTEM CONTINENTAL TELEPHONE COMPANY OF TEXAS	
1-3						PROVIDE AR-4 SERVICE TO VICTOR MULLINS T 05627	
1						EXCHANGE: BIG SANDY 6282 COUNTY: UPSHUR SCHOOL DISTRICT: UA 010000	JOB NO. E1292-
2		50'	165'			IN SERVICE: MAP REF.: 26 13 615	STAKED: 4-14 81 DEN.: 4-14 81 APVD.: ROUTE: 2A 9 G SHEET: 1 OF 1



END

STATE BOUNDARY
 COUNTY BOUNDARY
 LARGED DETAIL



BRIDGE OR CROSSING
 SEPARATION OVER 20'
 SUSPENSION BRIDGE
 ARCH BRIDGE

95° 05'

C
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 N

VOL 21 PG 246

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY ROADS

Date April 6, 1981

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 20 day of April, 1981.

Firm Western Gas Corporation

By Tim Maggard
Tim Maggard

Title Engineer

Address P. O. Box 392

Longview, Texas 7560

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS X
COUNTY OF UPSHUR X

VOL. 21 PG. 24

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 5 day of May, 1981.

WESTERN GAS CORPORATION

By Robert H. Herre
First Party Landman

Samuel Deane
COUNTY JUDGE

Delma Lawson
COMMISSIONER #1

J. W. Meadows
COMMISSIONER #2

C. J. Hill
COMMISSIONER #3

Donald Dorman
COMMISSIONER #4

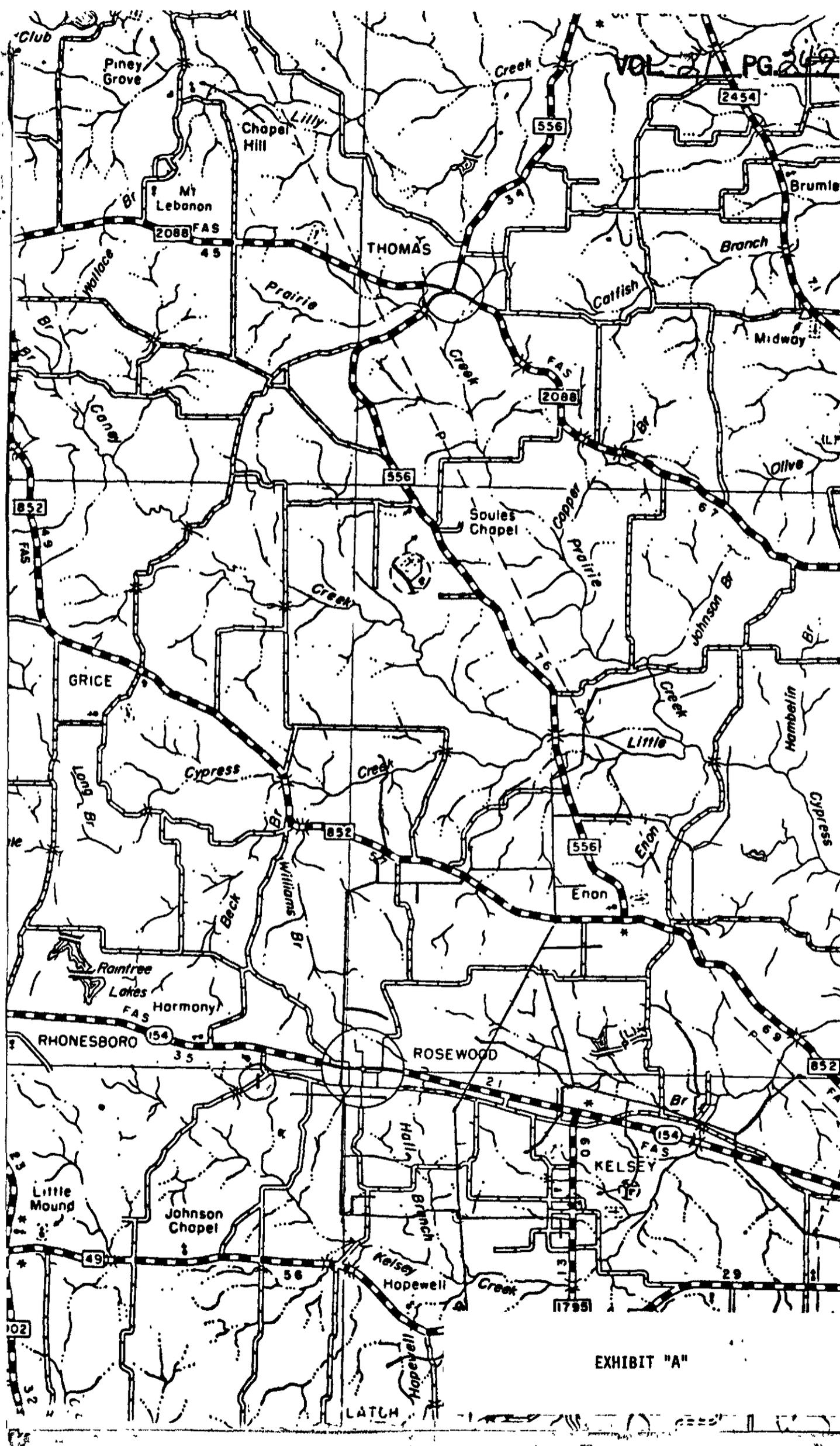
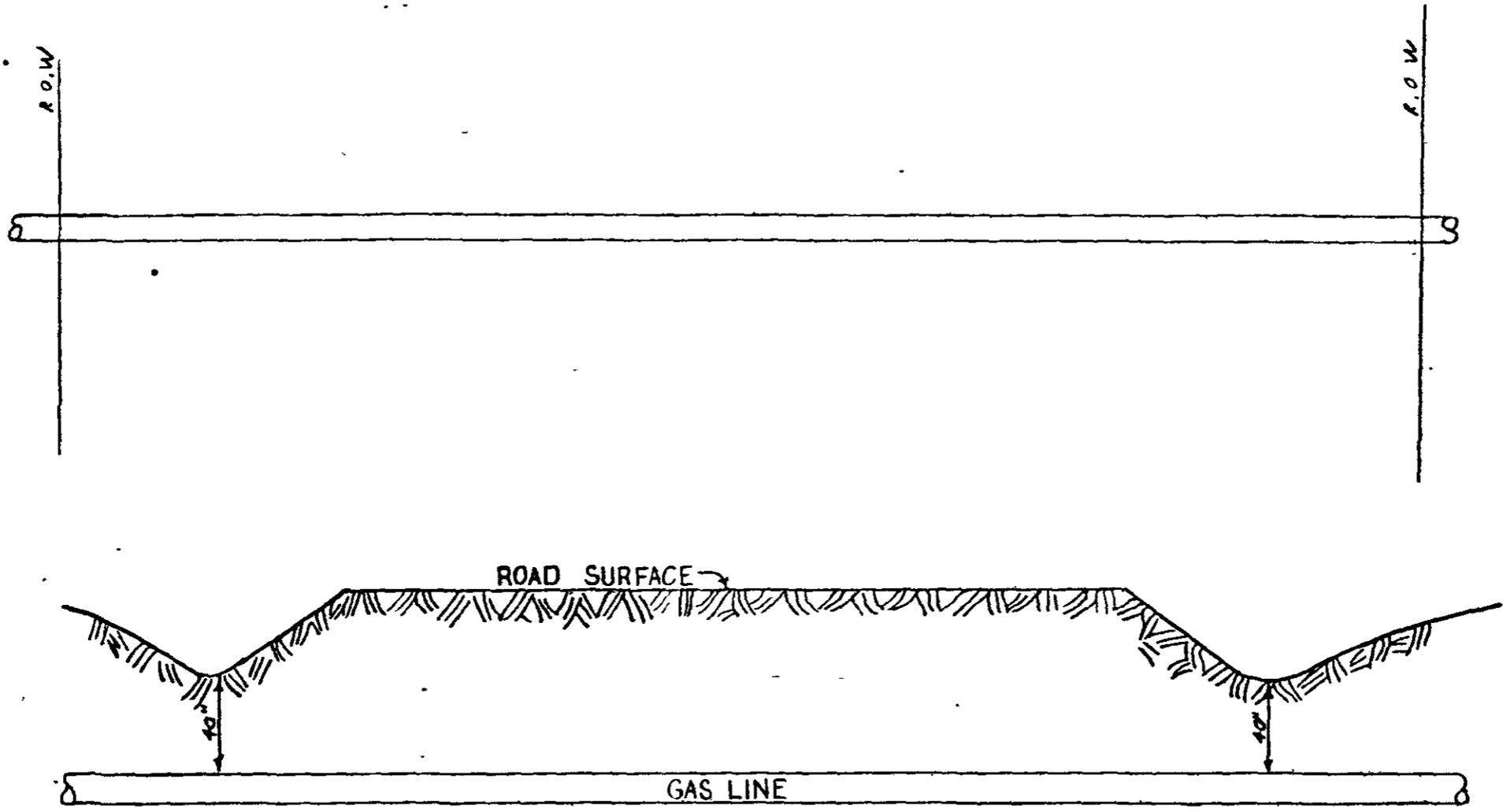


EXHIBIT "A"

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CASING DATA

SIZE :
WALL :
GRADE :

PIPE DATA

SIZE : 4 1/2" O.D.
WALL : .188"
GRADE : AP15LX-42, ERW

WESTERN GAS CORPORATION

UPSHUR COUNTY, TEXAS

Dr. No

Date: 4-6-81

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS 1

COUNTY OF UPSHUR 1

KNOW ALL MEN BY THESE PRESENTS

The undersigned, Tommy Fairless

hereinafter referred to as First Party, enters into 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 portion of (describe road) Red Maple 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 material, 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 said operations on the part of First Party.

County Clerk's Remon
Portions of this document not
reproducible when recorded

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 4 day of May, A.D. 1981.

Empie Hairless
FIRST PARTY

Edward Deane
COUNTY CLERK

Robin Lawson
COMMISSIONER #1

J.W. Meadows
COMMISSIONER #2

C.F. Hill
COMMISSIONER #3

David D. ...
COMMISSIONER #4

* Strike if not applicable

OK

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS 1
COUNTY OF UPCHUR 1 KNOW ALL MEN BY THESE PRESENTS

The undersigned, Houghton Timber Company
hereinafter referred to as First Party, enters into and makes
an agreement with Upchur County Commissioner of Precinct No. 3,
Upchur County, Texas, and in order to get material to market
it is necessary to use a portion of Upchur 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 portion of
(describe road) Lemon and Mulberry Road

2.

First Party agrees to use its vehicles in such
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 material,
if any needed, during the duration of time that First Party
is removing logs from its lands located
in Precinct No. 3, Upchur 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.

County Clerk's Memo
Portions of this document not
reproducible when recorded

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 4 day of May, A.D. 19 81.

Sam Snow Property

Ray B...
FIRST PARTY Haughton Timber Co.
P.O. Box 668
Marshall, Texas

Robert Dean
COUNTY JUDGE

Debra Lawson
COMMISSIONER

J.W. Meadows
COMMISSIONER

C.F. ...
COMMISSIONER

Edward ...
COMMISSIONER

* Strike if not applicable

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Louisiana-Pacific
hereinafter referred to as First Party, enters into an agreement
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 portion of
(describe road) Spider Lily 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 material,
if any needed, during the duration of time that First Party
is removing logs from its lands located
in Precinct No. 1, Upshur County.

4.

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

County Clerk's Memo:
Portions of this document not
reproducible when recorded

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 4 day of May, A.D. 19 81.

James Dickson Graves
Property

By: Charles E. Williams
FIRST PARTY Louisiana-Pacific
P.O. Box 688
Carthage, Texas 75633

Frederick Deane
COUNTY CLERK

John Lawson
COMMISSIONER

J.W. Meadows
COMMISSIONER

C. H. Hill
COMMISSIONER

David D. Demmon
COMMISSIONER

* Strike if not applicable

03

PRINTER APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date May 1, 1981

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

Normal notice is hereby given that Jerry Echols
whose principal address is P.O. Box 514, Ore City, Texas 75683
does propose to place a culvert installation
within the ROW of County Road Flax 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__.

NAME: *Jerry A. Echols*

TITLE: _____

ADDRESS: _____

*Approved
5-5-81*

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY ROADS

VOL 21 PG 259

Date April 28, 1981

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 11th day of May, 1981.

Firm Western Gas Corporation

By Tim Maggard
Tim Maggard

Title Mechanical Engineer

Address P. O. Box 392

Longview, Texas 75601

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. 3, 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. 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 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. 3, 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 5 day of May, 1981.

WESTERN GAS CORPORATION

By Robert H. Hess
First Party Landman

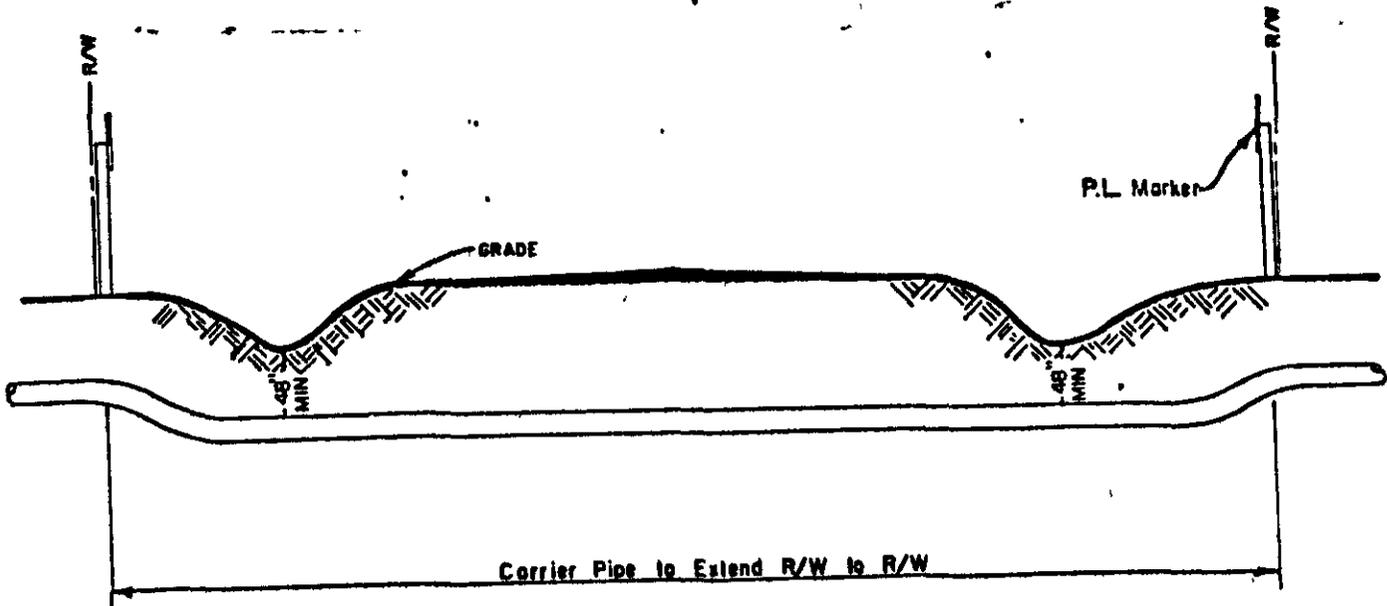
[Signature]
COUNTY JUDGE

[Signature]
COMMISSIONER #1

[Signature]
COMMISSIONER #2

[Signature]
COMMISSIONER #3

[Signature]
COMMISSIONER #4



VICINITY

LOCATION	
STATE: TEXAS COUNTY: UPSHUR SURVEY:	
PIPE DATA	DRAWN BY: TM DATE: 9-28-81
SIZE: 4 1/2" O.D. GRADE: AP15LX-42 WALL: .188" MIN. YIELD: 42,000 PSI MAX. OP. PRESS: 750 PSI TYPE: STEEL	

GENERAL

693	Gilmer National Bank	C.D. Purchase	30,000.00
694	Jury Fund	Salaries	5,500.00
695	Gilmer National Bank	C.D. Purchase	290,000.00
696	Postmaster	Supplies	500.00
697	Salary Fund	Salaries	76,461.53
698	General Telephone	Services & Charges	935.60
699	The Paymaster Corp.	Supplies	769.60
700	TAC Work Comp Fund	Benefits	505.00
701	East Texas Ins. Agency	Services & Charges	162.00
702	Everett Dean	Services & Charges	122.00
703	The University of Texas at Austin	Services & Charges	160.00
704	Keith Barber	Services & Charges	39.90
705	Peggy Peacock	Services & Charges	453.00
706	Edwin R. York	Services & Charges	573.18
707	Wayne Bouterse	Services & Charges	15.00
708	Exxon Company, U.S.A.	Supplies	517.75
709	Mobil Oil Corp.	Supplies	244.14
710	Texaco, Inc.	Supplies	45.07
711	Gulf Oil Corp.	Supplies	1,042.66
712	American Petrofina Co. Of Texas	Supplies	42.27
713	Phillips Petroleum Co.	Supplies	200.26
714	Remington Rand Corp.	Capital Outlay	820.00
715	ETCOG	Services & Charges	1,716.00
716	Swepeco	Services & Charges	117.16
717	Arkla Gas	Services & Charges	243.93
718	City Of Gilmer	Services & Charges	101.99

R&B # 1

109	Gilmer National Bank	C.D. Purchase	50,000.00
110	Gilmer National Bank	C.D. Purchase	28,000.00
111	Salary Fund	Salaries	5,932.81

R&B # 2

131	Gilmer National Bank	C.D. Purchase	45,000.00
132	Gilmer National Bank	C.D. Purchase	45,000.00

(2)

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133	Salary Fund	Salaries	5,819.86
134	Henry L. Lynn	Gravel	9.00
135	Elmo Hollins	Gravel	20.00
136	Etex Telephone Coop.	Utilities	27.16

R&B # 3

119	Salary Fund	Salaries	7,495.55
120	Buster Langford	Gravel	52.00
121	Luther Holeman	Gravel	126.00
122	Arkla Gas	Utilities	7.29
123	Max Teffteller	Maintenance	50.00

R&B # 4

135	Gilmer National Bank	C.D. Purchase	20,000.00
136	Salary Fund	Salaries	7,206.81
137	Charlie's Tire Service	Tires & Tubes	21.00
138	Chester Newsome	Gravel	30.00
139	Bessie Ray	Gravel	30.00
140	Mrs. Ray Bogel	Gravel	10.00

Revenue Sharing

63	Gilmer National Bank	C.D. Purchase	24,000.00
64	Gilmer Fire Department	G.O. Services & charges	2,416.35
65	Bettie Fire Department	G.O. Services & Charges	1,210.50
66	West Mountain Fire Dept.	G.O. Services & Charges	106.80
67	Diana Volunteer Fire Dept.	G.O. Services & Charges	146.85
68	Pritchett Fire Department	G.O. Services & Charges	213.60
69	Union Grove Fire Dept.	G.O. Services & Charges	213.60
70	Holly Lakke Fire Dept.	G.O. Services & Charges	13.35
71	Ewell Service Club	G.O. Services & Charges	53.40
72	Big Sandy Fire Dept.	G.O. Services & Charges	1,041.30
73	City of Ore City	G.O. Services & Charges	734.25
74	East Mountain V.F.D.	G.O. Services & Charges	534.00
75	Harmony Fire Dept.	G.O. Services & Charges	827.70

MUW Probation

12	Harold Ray Mitchell	Services & Charges	15.00
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13	MUW Co. Probation System	Adult Allocation	14,691.92
		U R&B	
20	Gilmer National Bank	C.D. Purchase	21,000.00

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JANUARY-MARCH ALLOCATION
 Upshur County
 Rural Fire Protection

DEPARTMENT	NO. OF CALLS	AMOUNT @ 13.35/call	% OF
Gilmer	181	2416.35	32.3
Big Sandy	78	1041.30	13.9
Ore City	55	734.25	9.8
East Mountain	40	534.00	7.1
Harmony	62	827.70	11.0
New Diana	11	146.85	2.0
West Mountain	8	106.80	1.4
Bettie	90	1201.50	16.0
Ewell	4	53.40	.7
Holly Lake	1	13.35	.2
Union Grove	16	213.60	2.8
<u>Pritchett</u>	<u>16</u>	<u>213.60</u>	<u>2.8</u>
 TOTAL	 <u>562</u>	 <u>7502.70</u>	 <u>100%</u>

7,500.00 ÷ 562 = \$13.35/call

TREASURER'S

BY C. H. Pitman

FROM Jan. 1, 1981

	Balance Last Report	Amt. Rec. Since Last Report
1. General	26,366.98	1,398,006.55
2. Salary	31,801.27	304,968.88
3. R&B	83,881.57	300,235.53
4. R&B 1	12,565.24	118,106.90
5 R&B 2	26,844.52	151,398.90
6 R&B 3	15,797.25	79,277.78
7. R&B 4	2,793.42	139,942.09
8. Perm. Imp.		
9. Per. School	13,661.14	29,737.72
10. Social Sec.		
11. Jury	2,809.14	
12. R&B 3A Int. & Skg.		
13. Upshur Co. Immunization		
14. Road Dist. 1-C Avall.		
15. Upshur Co. Fed. Rev. Shar'g	963.22	104,052.85
16. Upshur Law Library	280.77	1,228.00
17. B O. W.	7,415.46	27,500.54
18 Crim. Justice Plan	9,039.60	5,907.00
19 MUW Co. Probation	6,384.48	56,618.97
20.	240,604.06	2,716,981.71

LIST OF BONDS AN

PERM/

15	Central Hqts ISD Bonds	15,000.00
6	Huntington RHS Bonds	6,000.00
5	Livingston ISD Bonds	5,000.00
10	Liberty Eyleu RHS Bonds	10,000.00
5	Leander ISD Bonds	5,000.00
8	Bowie Co. Com. SD Bonds	8,000.00
9	City of Killeen Bonds	9,000.00
7	West Sabine ISD Bonds	7,000.00
6	Ore City ISD Bonds	6,000.00
	MUW Probation Fund	20,744.28
	District Clerk	26,418.69

QUARTERLY REPORT

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COUNTY TREASURER

TO March 31, 1981 INCLUSIVE

Disbursements	Transfers In	Transfers Out	BALANCE	
1,370,430.18			53,943.35	1.
252,612.13			84,158.02	2.
384,105.14			11.96	3.
122,741.66			7,930.48	4.
169,951.23			8,292.19	6.
89,035.32			6,039.71	6.
136,374.10			6,361.41	7.
				8.
34,440.01			8,958.85	9.
				10.
2,014.00			795.14	11.
				12.
				13.
				14.
101,631.57			3,384.50	15.
1,188.70			320.07	16.
34,000.00			916.00	17.
5,084.50			9,862.10	18.
44,818.84			18,184.61	19.
2,748,427.38			209,158.39	20.

D OTHER SECURITIES ON HAND

INDEPENDENT SCHOOL FUND	
Revenur Sharing Fund	70,000.00
Perm School Fund	189,462.13
Undivided Road & Bridge	221,000.00
General Fund	510,000.00
Road & Bridge #1	77,000.00
Road & Bridge #2	88,000.00
Road & Bridge #3	15,000.00
Road & Bridge #4	26,000.00
ROW	46,000.00
TOTAL ALL BONDS	1,360,625.10

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UPSHUR COUNTY
TREASURER'S
QUARTERLY REPORT

Covering Period

From Jan 1, 1981
To Mar 31, 1981 Inclusive

Date Filed

By [Signature]
County Treasurer, Upshur County

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME, the undersigned authority, on this day personally appeared [Signature], County Treasurer of Upshur County, who being by me duly sworn, upon oath, says that the within and foregoing report is true and correct

[Signature], County Treasurer
SWORN TO AND SUBSCRIBED before me this 4 day of May, 1981.
[Signature], Clerk
County Court, Upshur County, Texas

BEFORE ME [Signature], County Clerk, Upshur County, Texas, on this day personally appeared [Signature], County Judge; [Signature], Commissioner, Precinct No. 1; [Signature], Commissioner, Precinct No. 2; [Signature], Commissioner, Precinct No. 3; and [Signature], 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.

[Signature]
County Judge
[Signature]
Commissioner, Precinct No. 1
[Signature]
Commissioner, Precinct No. 2
[Signature]
Commissioner, Precinct No. 3
[Signature]
Commissioner, Precinct No. 4

SUBSCRIBED AND SWORN TO Before me, this 4 day of May, 1981.
[Signature]
County Clerk, Upshur County, Texas