



UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

September 21, 1981

Commissioners Court met in Special Session with all members present.

Judge Dean read the minutes of Sept. 14, 1981. Motion made by J. W. Meadows and seconded by Charles Still for the minutes to stand as read. Motion carried.

Motion made by Charles Still and seconded by J. W. Meadows to accept highest bids submitted on used county equipment as advertised for sale. Motion carried. (Copies attached.)

Motion made by J. W. Meadows and seconded by Floyd Drennan to accept bids for purchase of new county equipment from the following companies, IBM, Elliott Office Equipment, and Walraven. Motion carried. (Copy attached.)

Motion made by Delmo Lawson and seconded by Floyd Drennan to approve payment of unpaid bills. Motion carried. (Copy attached.)

District Attorney, Dwight Brannon and County Probation Officer, Wilfred Parker met with court and discussed leasing agreement of 1 Savin 760 Copier. Motion made by J. W. Meadows and seconded by Charles Still to approve lease agreement submitted by the District Attorney and County Probation Officer. Motion carried. (Copy attached.)

Motion made by Delmo Lawson and seconded by J. W. Meadows to approve a permit application submitted by Charlie Parker to place water line within ROW of Bob-O-Link Road. Motion carried. (Copy attached.)

Motion made by Floyd Drennan and seconded by Charles Still to approve permit application submitted by M. C. Thorn to place culvert within ROW of Pecan Road. Motion carried. (Copy attached.)

Motion made by Floyd Drennan and seconded by Charles Still to approve Spec. Road Use Agreement Contract submitted by Texas Oil & Gas Corp. to use portion of Arrowood Road for removal of drilling equipment. Motion carried. (Copy attached.)

Motion made by Delmo Lawson and seconded by Floyd Drennan to adjourn. Motion carried.

COUNTY JUDGE _____

COMMISSIONER PCT.#1 Delmo Lawson

COMMISSIONER PCT.#2 _____

COMMISSIONER PCT. #3 Charles Still

COMMISSIONER PCT. #4 Floyd Drennan

18 SEP 30 AM 10:36

CLERK OF COUNTY

SUITE NO. 1
CENTRAL BLDG.

OIL AND REAL ESTATE

C. H. ROBERTS, JR.
P. O. BOX 209
GILMER, TEXAS 75644

(214) 843-3725
(214) 843-2807

September 14, 1981

Judge Everett Dean
County Judge
Upshur County, Texas

Dear Judge Dean:

I wish to make a bid of \$228.00 on Tag No. 18, which is the IBM electric typewriter that at present time is in the District Clerk office, Upshur County court house.

Very truly yours,

C. H. Roberts, Jr.

C. H. Roberts, Jr.

CLERK'S OFFICE
COUNTY CLERK

1 SEP 21 1981

My bid on Item # 18, IBM electric Typewriter is \$21.51.

Karen Glenn
Rt. 3 Box 402
Gilmer, Texas 75644 Phone # 843-2519

FILED
J.B. BENTLEY, JR.
CLERK OF DISTRICT COURT
COUNTY

'81 SEP 21 AM 10:36

VOL. 21 PG. 708

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

'81 SEP 21 AM 10:36

Upshur County Commissioners Court
P. O. Box 730
Gilmer, Texas 75644

Dear Sirs,

I bid \$5.00 on the Royal Manual Typewriter in the County Clerks Office, Tag No. 14.

Thank you,

Karmen Steelman

Karmen Steelman
1115 Pine Street
Gilmer, Texas 75644
Phone 214/843-5701

WALRAVEN

BROTHERS, INCORPORATED
8023 LUCAS DRIVE • DALLAS TEXAS 75219 • 214 832 7260
WATS LINE 1-800-442-3355

Item # 16 Royal Electric Typewriter
My bid is \$15.26.

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

'81 SEP 21 AM 10:20

By Karen Glenn
Rt. 3 Box 402
Gilmer, Texas 75644

LEGAL BLANKS • RESTORATION OF RECORDS
BANK • COMMERCIAL • COLOR LITHOGRAPHERS • COUNTY RECORD BOOKS
PRINTING • ENGRAVING • SNAP OUT AND CONTINUOUS FORMS • OFFICE SUPPLIES



BENNETT PRINTING COMPANY

(214) 741-7751 • TEXAS WATS 1-800-442-7153
PO Box 1971 • 1829 Corsicana Street
DALLAS, TEXAS 75221

Gene Craft
Rt # 8 Box 824
Helmer, Texas
75644
734-5134
\$28.00 tag # 10.

CLEAR
FILED
SEP 11 10:10
COUNTY

BANK • COMMERCIAL PRINTERS • COUNTY RECORDS & EQUIPMENT



BENNETT PRINTING COMPANY

(214) 741-7751 • TEXAS WATS 1-800-442-7153
PO Box 1971 • 1829 Corsicana Street
DALLAS, TEXAS 75221

Gene Craft
Rt # 8, Box 824
Helmer, Texas
75644
734-5134
\$50.00 tag 18

BANK • COMMERCIAL PRINTERS • COUNTY RECORDS & EQUIPMENT

VOL. 21 PG. 710

Purchase: 3 Model 6705 IBM Typewriters @ \$931.50 ea.
4 Model 6703 IBM Typewriters @ \$855.00 ea.

Purchase from Elliott Office Equipment:
1 Desk @ \$359.00
1 Filing Cabinet @ \$165.00

Purchase from Walraven Brothers:
Rollershelf Units
25 4x6 Card File Units @ \$475.00 total
1 Chair @ \$75.00

FILED
CLEVELAND, OHIO
SEP 21 AM 10:19

GENERAL FUND

VOL. 21 PG. 711

CLAIM NO.	PAY TO:	CLASSIFACATION	AMOUNT
1143	L. M. "Bill" Rankin	Services & Charges	20.00
1144	Everett Daen	Services & Charges	53.60
1145	W. C. "Bill" Jones	Services & Charges	18.43
	R & B # 1		
196	Gilmer National Bank	30 day C.D. Purchase	55,000.00
	R & B # 2		
222	Gilmer National Bank	30 day C.D. Purchase	56,000.00
	R & B # 4		
207	Gilmer National Bank	30 day C.D. Purchase	15,000.00
208	Robert Anderson	Maintenance	25.00
	Revenue Sharing		
107	Gilmer National Bank	30 day C.D. Purchase	7,000.00

LEASE AGREEMENT

THE STATE OF TEXAS X
X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT OF LEASE made this the 21 day of September, A.D. 1981, between Upshur County, Texas, acting by and through Everett Dean, its present 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 present duly elected and qualified Criminal District Attorney, hereinafter known and referred to as LESSORS, and the Office of the Adult Probation Department of Upshur County, Texas, acting by and through Wilfred H. Parker, Chief Probation Officer of said Department, hereinafter known and referred to as LESSEE.

W I T N E S S E T H

That LESSORS do by these presents Lease unto the said LESSEE the right to use the following described property (or the replacement thereof) located in the Office of the Criminal District Attorney of Upshur County, Texas, to-wit:

One Savin 760 Copier bearing Serial # 680202620

upon the following terms and conditions:

1. That LESSEE shall pay for the use of said copier and supplies therefor the sum of \$75.00 dollars per month, said payments to be made to the County Treasurer of Upshur County, Texas, at Gilmer, Texas, on the first day of each month, with the first payment being due and payable on October 1, 1981, or payable in full at the end of the year.
2. That LESSEE shall take good care of the property and suffer no waste, natural deterioration excepted.
3. That the LESSEE shall not be liable to LESSORS for any damage to said property caused by the act of negligence of any person or persons not directly employed for and on the staff of LESSEE.
4. That this Lease shall be in force and effect so long as LESSEE makes the monthly payments of \$75.00 dollars per month aforesaid, subject to annual renewal.

IT IS AGREED AND UNDERSTOOD among the LESSORS and LESSEE herein that this Lease Agreement is retroactive to include the period of time from September 1, 1980 to date, and the LESSOR Upshur County, Texas, does hereby acknowledge payment of the sum of \$75.00 dollars per month from September 1, 1980 to date.

IN TESTIMONY WHEREOF, the parties to this agreement have hereunto set their hands in triplicate, the day and year above written.

UPSHUR COUNTY, TEXAS

BY: *Everett Dean*
EVERETT DEAN, County Judge

OFFICE OF THE CRIMINAL DISTRICT
ATTORNEY OF UPSHUR COUNTY, TEXAS

BY: *Dwight Brannon*
DWIGHT BRANNON, Criminal District
Attorney

LESSORS

OFFICE OF THE ADULT PROBATION DEPARTMENT
OF UPSHUR COUNTY, TEXAS

BY: *Wilfred H. Parker*
WILFRED H. PARKER, Chief Probation
Officer

LESSEE

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 known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21 day of September, A.D. 1981.

Bobbie Hasler
NOTARY PUBLIC IN AND FOR UPSHUR CO.,
TEXAS

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME, the Undersigned, a Notary Public in and for said County and State, on this day personally appeared DWIGHT BRANNON known to me to be the person whose name is subscribed to the foregoing instrument, and 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 21 day of September, A.D. 1981.



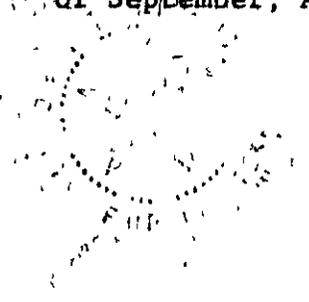
Bobbie Henderson
Notary Public in and for Upshur
County, Texas

Comm. Expires: 7-28-84

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared WILFRED H. PARKER known to me to be the person whose name is subscribed to the foregoing instrument, and 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 21 day of September, A.D. 1981.



Bobbie Henderson
Notary Public in and for Upshur
County, Texas

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

DATE Sept. 16, 1981

Formal notice is hereby given that Charlie Parker
whose principal address is Rt. 8 Box 927, Gilmer, Texas 75644
does propose to place a water line
within the ROW of County Road Bob O Link Road
as follows: Partly in City limits of West Mountain

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____.

NAME Charlie Parker

TITLE _____

ADDRESS _____

#1

Approved
9-21-81

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

DATE Sept. 17, 1981

Formal notice is hereby given that M. C. Thorn
whose principal address is P.O. Box 366, Gilmer, Texas 75644
Rt. 1 Box 331, Big Sandy, Texas 75755
does propose to place a culvert installation
within the ROW of County Road Pecan Road
as follows:

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

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

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

NAME M. C. Thorn

TITLE _____

ADDRESS _____

#4

Approved
9.21.81

SPECIAL ROAD USE AGREEMENT CONTRACT

Leard G. U. No. 1, Well No. 2

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

The undersigned, Texas Oil & Gas 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) from Hwy 154 approximately 3 miles on Arrowood Rd.

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.

5.

First Party agrees to post surety bond in the amount of None to Upshur County Commissioners Court to insure performance of agreement.

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 21 day of Sept. A.D. 1981.

TEXAS OIL & GAS CORP.

Bill H. Thompson
FIRST PARTY Bill H. Thompson
Drilling Supt.

James H. Reese
COUNTY JUDGE

Nelma Lawson
COMMISSIONER #1

J. W. Meadows
COMMISSIONER #2

C. S. Hill
COMMISSIONER #3

David Dorman
COMMISSIONER #4