



VOL 22 PG 469

UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

July 20, 1982

Commissioners Court met in Special Session with all members present.

Judge Dean read the minutes of the previous meeting 7-12-82. Motion by Floyd Drennan seconded by J.W. Meadows for the minutes to stand as read. Motion carried.

Judge Dean read a letter from Upshur Rural Electric concerning a rate increase of 11.86 percent. Copy attached.

Glen Wheeler from Civil Defense met with the court requesting funds needed to purchase batteries for emergency vehicles. Mr. Wheeler also asked the court to consider from the next budget an additional \$800.00 dollars for equipment maintenance. Charles Still made a motion and seconded by Delmo Lawson to transfer funds from travel to maintenance for batteries and court will consider money for equipment at a later date. Motion carried.

Motion by Delmo Lawson seconded by J.W. Meadows to approve a Permit Application by Delhi Gas Pipeline Corporation to place a 4" welded Steel Pipeline within the ROW of Parrot Rd. Motion carried. Copy attached.

The Court accepted bids for a new truck for precinct #2. The first bid from Long Motor Company. The second bid came from Yazell Chevrolet. Motion by J.W. Meadows seconded by Delmo Lawson to turn bids over to County Auditor Keith Barber to look over bids. Motion carried.

Motion by J.W. Meadows seconded by Delmo Lawson to turn over to County Clerk a petition for Bingo Election submitted by Mr. H.A. Brookshire Jr. of Camp Joy Improvement Corp. Motion carried.

Motion by Delmo Lawson seconded by J.W. Meadows to approve an interlocal agreement to grade the shoulders of roads in East Mountain for two days. Motion carried. Copy attached.

Motion by Floyd Drennan seconded by Charles Still to approve Treasures Quarterly Report. Motion carried. Copy attached.

Motion by J.W. Meadows seconded by Delmo Lawson to purchase 1982 Ford model Truck if one can be found by the dealership, if not the court agreed to buy the 1983 model. Motion carried. Copy attached.

Motion by Charles Still seconded by Delmo Lawson for Bill Jones and Keith Barber to attend a State Property Tax Board in Kilgore on Wednesday the 21st of July from 9:30am to 12:30 pm. Motion Carried.

Keith Barber presented to the court the financial statement for the quarter. Copy attached.

Keith Barber presented to the court a check for restitution from George P. Bane, Inc. in the amount of 1,348.00 dollars. After a lengthy discussion motion was made by Charles Still seconded by Delmo Lawson to take the check, for a later date. Motion carried. Copy attached. Later Motion was withdrawn.

Motion by J.W. Meadows seconded by Delmo Lawson to accept the check from George P. Bane, Inc. and place the money in the general fund, and for the letter to be placed in the court minutes. motion carried. Copy attached.

Motion by Delmo Lawson seconded by Charles Still to approve the unpaid bills. Motion carried. Copy attached.

Court recessed until Wednesday, July 21.

No further action was taken by the Court.

Court adjourned on Wednesday, July 21, 1982 .

Ewert Deen
County Judge

Delma Lawson
Commissioner Pct. #1

Joe Meadows
Commissioner Pct. #2

Charles L. Hill
Commissioner Pct. #3

Donald Daerman
Commissioner Pct. #4

TO: UPSHUR COUNTY COMMISSIONERS COURT
UPSHUR COUNTY
GILMER, TEXAS 75644

SUBJECT: ANY CONTRACT BETWEEN UPSHUR COUNTY ROAD & BRIDGE DEPARTMENTS AND ANY POLITICAL SUBDIVISION DESIRING TO CONTRACT WITH UPSHUR COUNTY TO MUTUALLY ACCOMPLISH A PROJECT TO IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF THE LOCAL POLITICAL ENTITIES INVOLVED.

AUTHORITY: ARTICLE 3 SECTION 64b OF THE TEXAS CONSTITUTION
ARTICLE 4413-32c TCS OR THE INTERLOCAL COOPERATION ACT

PROJECT OR OBJECTIVES TO BE ACCOMPLISHED:

See attached page for roads
(SPECIFIC JOB, JOBS OR ACTS)
Grade Shoulders and ditches

PROPOSED TIME: Aug - 1982 or as soon as possible
(START)

(FINISH)

POLITICAL SUBDIVISION DOES PROPOSE:

To Pay County Rates for services rendered
two (2) days maximum.

UPSHUR COUNTY DOES PROPOSE:

Grade shoulders and ditches (see attached
page for roads)

This agreement made between the County of Upshur, Texas by
through the Commissioners Court of Upshur County, hereinafter
called Upshur County and the City of East Mountain
by and through its Governing Body
hereinafter called City Council
subject to approval of both governmental bodies within the
provisions of the Open Meeting Act.

It is understood by both contracting parties that each party will pay for these services or charges with funds currently available to each party.

It is understood by both contracting parties that any civil liability or any other liability relating to the furnishing of these services is the responsibility of the party receiving the services.

It is understood that Upshur County Road and Bridge Departments can only accomplish the execution of this contract as the availability of county labor and equipment warrants. The County Commissioner acting as Road Commissioner or the designated foreman of the precinct Road and Bridge Department will have the sole responsibility as to what time is designated or allocated for execution of this contract.

It is further understood by all contracting parties this contract or agreement can only be final after examination by the attorney or legal advisors of both parties and the signature of the County or District Attorney is hereby affixed.

It is further agreed and understood between the parties herein that this Interlocal Governmental Agreement shall be for a period of one year from date of execution.

Witness our hands in triplicate, either of which may be used as an original, this the 20 day of July, 19 82.

[Signature]
County Judge

[Signature]
Commissioner Precinct 1

[Signature]
Commissioner Precinct 2

[Signature]
Commissioner Precinct 3

[Signature]
Commissioner Precinct 4

PARTICIPATING ENTITY

Gus L. Likow

Fake C Pace

Charles O. Mellin

F. R. Lynchett

M. J. White

Ralph B. Collins Mayor

I have examined this contract and find it in compliance
with Article 6413-32c TCS of the Interlocal Cooperation Act as to form of
this instrument only.

Margaret Brown
District Attorney

ROADS TO HAVE SHOULDERS & DITCHES GRADED ---- Distance in Milage ()

1. East Mt. Road from 1844 to City Limits South (1 $\frac{1}{2}$)
2. East Mt. (School Rd.) North of 1844 to Daileys Grocery at Main St. (Pheasant Trail) (.3)
3. Main St. (Pheasant Trail) from 1844 North to City Limits at Bay Meadows Subdivision (2.1)
4. Medlin Rd. (Peacock Trail) from 726 South to Main St. (Pheasant Trail) (2.25)



YAZELL CHEVROLET - OLDSMOBILE, INC.

701 SOUTH WOOD STREET
GILMER, TEXAS 75644

843-2561



PURCHASER'S NAME Upshur County Prec 2 SOC. SEC. NO. _____ DATE 7/15/82
 PURCHASER'S ADDRESS 2 A W Meadows AGE _____ RESIDENCE PHONE _____
 CITY, STATE & ZIP Gilmer Texas BUSINESS PHONE _____

VEHICLE BEING PURCHASED		CASH DELIVERED PRICE OF VEHICLE	
PLEASE ENTER MY ORDER FOR THE FOLLOWING:	<input type="checkbox"/> NEW <input type="checkbox"/> USED <input checked="" type="checkbox"/> CAR <input type="checkbox"/> TRUCK	STOCK NO.	
YEAR <u>1982</u> MAKE <u>Chev</u>	MILEAGE	<u>1982 Chev C6D042</u>	
MODEL OR SERIES <u>C6D042</u>	BODY TYPE <u>CAB-CHASSIS</u>	<u>149" wheelbase 84" C.A.</u>	
COLOR <u>White</u>	TRIM <u>VINYL (Blue)</u>	ACCESSORIES <u>800 lb HD FRT SPGS</u>	\$
M.V.I. OR SERIAL NO.	ENGINE TYPE	<u>5000 lb STD FRT. AXLE</u>	
TO BE DELIVERED ON OR ABOUT	SALESMAN <u>Roy Owens</u>	<u>2300 lb HD + Aux Rear SPGS</u>	
WARRANTY DISCLAIMER		<u>1500 lb 2 SPD REAR AXLE</u>	

Disclaimer Does Apply Disclaimer Does NOT Apply
 We, the Seller, hereby expressly disclaim all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and we neither assume nor authorize any other person to assume for us any liability in connection with the Sale of the Vehicle. The Manufacturer's Warranty is not affected by this disclaimer of Warranties by the Selling Dealer.
 The only Dealer Warranty on this vehicle is the Limited Warranty which is issued with and made a part of this order form.
 AS IS: this Vehicle is sold "as is" by us.

HD generator
350 V8 ENGR
4 SPD TRANS
RT HAND 50 GAL STEP TANK
H.D BATTERY
H.D. COOLING
825 X 20 X 15 PLY H96 TREAD FRT TIRES
825 X 20 X 15 ON DIFF REAR TIRES
BLUE CUSTOM VINYL SEAT
DOOR INSTALLED SENSOR
WEST COAST MIRRORS

USED VEHICLE TRADED IN AND/OR OTHER CREDIT
 YEAR _____ MAKE OF TRADE-IN _____
 MODEL OR SERIES _____ BODY TYPE _____
 COLOR _____ TRIM _____
 M.V.I. OR SERIAL NO. _____ ENGINE TYPE _____

I CERTIFY THE ODOMETER READING ON MY ABOVE TRADE READS _____ MILES. THE ODOMETER HAS HAS NOT EXCEEDED 100,000 MILES SIGNATURE: _____

BALANCE OWED TO	<u>N</u>
ADDRESS	<u>N</u>
USED TRADE-IN ALLOWANCE	\$ _____
BALANCE OWED ON TRADE-IN	\$ _____
NET ALLOWANCE ON USED TRADE-IN	\$ _____
DEPOSIT OR CREDIT BALANCE	\$ _____
CASH WITH ORDER	\$ _____
TOTAL CREDIT (TRANSFER TO RIGHT COLUMN)	\$ _____

Cash Price of Vehicle & Accessories	\$ <u>17954.83</u>
STATE AND LOCAL TAXES	
License, License Transfer, Title, Registration Fee	
TOTAL PRICE OF UNIT	\$ _____
TOTAL CREDIT (TRANSFERRED FROM LEFT COLUMN)	\$ _____

MEMO: UNPAID CASH BALANCE DUE ON DELIVERY \$ 15087.56

Purchaser agrees that this Order includes all of the terms and conditions on both the ~~front and reverse~~ front and reverse of this Order and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matter covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE IF APPLICABLE
 Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order

PURCHASER'S SIGNATURE _____ DATE 7/15/82
 ACCEPTED BY YAZELL Chev Oldsmobile PER Roy Owens
 (DEALER) (NAME AND TITLE)

ORIGINAL "THANK YOU - WE APPRECIATE YOUR BUSINESS"
 RETAIL ORDER FOR A MOTOR VEHICLE
 IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS FORM.

1. As used in this Order, the terms (a) "Seller" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Company that manufactured the vehicle or chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.
2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order.
3. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefor shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.
4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.
5. Unless this Order shall have been cancelled by Purchaser under and in accordance with the provisions of paragraph 2 or 3 above, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the motor vehicle ordered hereunder and to comply with the terms of this Order, to retain as liquidated damages any cash deposit made by Purchaser.
6. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same on any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.
7. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.
8. The price for the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.
9. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.
10. DEALER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO PROPERTY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER SUCH DAMAGE.

1982 JUL 20 PM 1:54
J.S. HILL, JR.
COURT REPORTERS
COUNTY
FILED

(REV. 3/77)



Long Motor Company, Inc.

621 North Wood Street Telephone Area Code 214-843-2521
GILMER, TEXAS 75644

July 15, 1982

County of Upshur Prec. # 2
P. O. Box 730
Gilmer, Texas 75644

Sirs:

Please consider our bid on the following:

- (1) 1983 Ford F-700 153"-84" Cab to Rear Axle
 - 370 2V 8 cyl Engine
 - Manual Steering
 - 7000 Front Axle
 - 17500 Rear 2 speed Axle
 - 900X20 10 Ply Tires
 - Disc Wheels
 - HD Front Springs
 - Auxillary Rear Springs
 - 4 Speed Transmission
 - HD Seat Trim
 - Gauge Package
 - One Way PTO
 - 21000 GVW

We would sell you the above unit for \$15,525.52, and us receive the Federal Tax refund.

If we could find a 1982 model truck in stock at another dealer, it would cost approximately 4% less.

Thank you.

Sincerely,

Ray Alexander
Ray Alexander,
Vice President

RA/cb

NOTICE TO BIDDERS

Upshur County will receive bids for one 1982 model truck for Pct. 2. Bids will be opened at 9:00 AM, July 19, 1982, in the Upshur County Commissioners' Courtroom. Detailed specifications are available in the County Auditor's office.

Everett Dean
Upshur County Judge.

Run notice July 8 & 15.

DETAILED SPECIFICATIONS

21,000 GVW
7,000 Front Axle
17,500 Rear 2 speed Axle
84 in. Cab to Rear Axle -
900 X 20 , 10 ply tires with disc wheels
Heavy duty rear springs
Auxiliary rear springs
4 speed forward transmission
V-8 engine
Heavy duty seat trim
Gauge package
One way PTO

DOCKET NO. 4569

APPLICATION OF UPSHUR-RURAL
ELECTRIC COOPERATIVE CORPORATION
FOR A RATE INCREASEPUBLIC UTILITY COMMISSION
OF TEXASNOTICE OF PREHEARING CONFERENCE

On June 30, 1982, Upshur-Rural Electric Cooperative, Corporation filed an application requesting authority to change certain of its rates in all areas to which it provides utility service. The proposed change would, according to Upshur-Rural's projections, generate additional revenues of \$1,622,478 annually, or an increase of 11.86 percent of adjusted test year operating revenues.

The Commission has jurisdiction over this matter under Sections 16 and 17(e) of the Public Utility Regulatory Act, TEX.REV.CIV.STAT.ANN. art. 1446c (1980). A prehearing conference will be held at the Commission Offices, 7800 Shoal Creek Boulevard, Austin, Texas, beginning at 10:00 a.m., on July 19, 1982. The scope of the conference shall include consideration of whether to suspend the effective date of the proposed rate changes, consideration of motions to intervene, the alignment and grouping of parties the determination of a procedural timetable to govern the proceedings herein during the pendency of this docket, and such other procedural matters as the Examiner shall in her discretion decide to consider. Motions to intervene herein shall be filed by Monday, July 12, 1982. Protests to Upshur-Rural's rate application should be filed by August 16, 1982. Any motions to intervene filed after July 12 should contain an allegation stating good cause for such late filing.

Pursuant to Section 43(c) of the above-cited statute, and under the terms of Commission Procedural Rule 052.01.00.043(a)(2)(B), Upshur-Rural Electric Cooperative, Corporation is hereby directed to provide a copy of this notice to the Commissioner's Court of each county in which any proposed rate changes would take effect, as well as to each affected municipality.

Requests for a Court Reporter, if desired, should be made to this Examiner at least three (3) days prior to the hearing.

ENTERED AT AUSTIN, TEXAS, on this the 7th day of July, 1982.

PUBLIC UTILITY COMMISSION OF TEXAS

Jacqueline S. Holmes
JACQUELINE S. HOLMES
HEARINGS EXAMINER



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U.S. Department of Justice

United States Attorney
Eastern District of Texas

Post Office Box 1049
Tyler, Texas 75710
214/597-8140
FTS, 749 6054

221 W. Ferguson Street
Tyler, Texas 75702

June 1, 1982

County Auditor
Upshur County, Texas
Upshur County Courthouse
Gilmer, Texas 75644

Dear Sir:

Enclosed is a check for restitution from the George P. Bane Company, Inc., pursuant to a Plea Agreement entered into between that company and the United States Attorney's Office. A copy of that Plea Agreement is also enclosed.

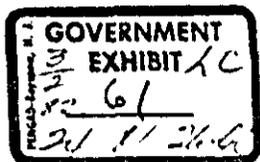
Please contact me if this office can be of any further assistance.

Sincerely,

BOB WORTHAM
UNITED STATES ATTORNEY

William J. Cornelius, Jr.
WILLIAM J. CORNELIUS, JR.
FIRST ASSISTANT U.S. ATTORNEY

WJC:jl
Enc. - Check
Plea Agreement



IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

UNITED STATES OF AMERICA §
VS. § CR. NO. TY-81-11- -CR
GEORGE P. BANE, INC. §

PLEA AGREEMENT

In compliance with Rule 11(c)(2) of the Federal Rules of Criminal Procedure, the United States wishes to acknowledge the following agreement between the United States and the Defendant Corporation by and through the Defendant's attorney of record, F. R. Files, Jr:

1. Special Agents of the Federal Bureau of Investigation are conducting an ongoing investigation into allegations that certain County Commissioners within the State of Texas have unlawfully received pecuniary benefits from vendors doing business with their respective counties.
2. The Defendant Corporation has agreed to cooperate fully with Special Agents of the Federal Bureau of Investigation and to make employees of the Corporation available to these Agents to identify those County Commissioners known to them who have received unlawfully pecuniary benefits from employees of the Defendant Corporation.
3. The Defendant Corporation agrees to make its business records available for review by Special Agents of the Federal Bureau of Investigation.
4. The United States and the Defendant Corporation have entered into a Memorandum of Agreement, a copy of which is attached hereto and incorporated for all purposes as though set out in haec verba.
5. The United States agrees that it will not seek pro-

secution of any individual shareholders, employees, or representatives of the Corporation for any acts, transactions, and offenses which they make known to the interviewing agents. The United States does not agree to withhold prosecution as to any employees of the Corporation who knowingly give any false statement to any interviewing agent or who knowingly testify falsely before any Grand Jury or in any trial proceeding.

6. The United States agrees that it will not seek prosecution or forfeiture as to any offenses not known to the employees interviewed; however, the United States will seek prosecution as to any employee who knowingly withholds information as to any offense known to him.

7. The United States agrees that it will not seek forfeiture of any property owned by the Corporation or any employee of the Corporation.

8. The Defendant Corporation agrees to enter a plea of "guilty" to an information alleging a misprison of a felony, 18 United States Code, Sec. 4.

9. The United States has not made any agreement with the Defendant Corporation or any of its employees or with its attorney concerning any possible sentence as this matter is exclusively within the province of the Court.

Signed this the 10 day of December, A.D. 1981.

BOB WORTHAM
UNITED STATES ATTORNEY
Christian Harrison
CHRISTIAN HARRISON
ASSISTANT U. S. ATTORNEY

George P. Bane II
GEORGE P. BANE II
PRESIDENT, GEORGE P. BANE, INC.

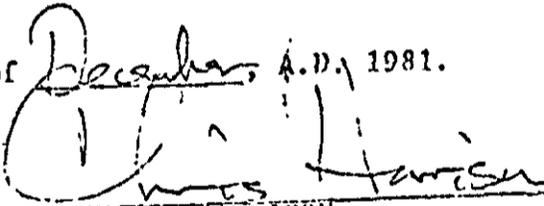
F. R. Files Jr.
F. R. FILES, JR.
ATTORNEY FOR DEFENDANT CORPORATION

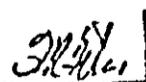
MEMORANDUM OF AGREEMENT

BE IT REMEMBERED that on this 10th day of December, 1981, an Agreement was reached between the United States of America and George P. Bane, Inc., as follows:

1. George P. Bane, Inc., has sold certain merchandise to and done certain repair work for a number of counties within the State of Texas.
2. Special Agents of the Federal Bureau of Investigation are conducting of an ongoing investigation into allegations that certain county commissioners within the State of Texas have unlawfully received pecuniary benefits from vendors doing business with their respective counties. George P. Bane II, President of the Corporation, has evidenced a desire to make whole any counties which might have in any way suffered a financial loss by virtue of the conduct of employees of the Corporation.
3. George P. Bane, Inc., agrees to make restitution in an amount to be determined through negotiations between Christian Harrison, an Assistant United States Attorney in the Eastern District of Texas, and F. R. Files, Jr., Attorney for George P. Bane, Inc. The amount of restitution to be paid shall not exceed \$50,000.00 and shall be for the year 1981, 1980, 1979, 1978, 1977, 1976 and 1975.
4. Restitution in the amount agreed upon shall be paid by F. R. Files, Jr., Trustee, to Christian Harrison, Trustee, for the benefit of those counties entitled to restitution.
5. This Agreement has been negotiated and consummated in the belief that all parties would benefit by avoiding the cost and expense of civil litigation as to the amount in controversy. Each party agrees that it has received a valuable consideration by settling this matter without the necessity of civil litigation. The United States acknowledges that it is authorized to receive and disburse the funds in question for the benefit of the respective counties.

Signed this 10 day of December, A.D., 1981.


CHRISTIAN HARRISON
ASSISTANT UNITED STATES ATTORNEY


F. R. FILES, JR.
ATTORNEY FOR GEORGE P. BANE, INC.

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT One

DATE July 16, 1982

Formal notice is hereby given that Delhi Gas Pipeline Corporation
whose principal address is Highway 155 South, P. O. Box 6460 Tyler, Texas 75711
does propose to place a 4" Welded Steel Pipeline
within the ROW of County Road Parrot Rd.
as follows:

One 4" Welded Pipeline, road to be bored and casing installed

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.

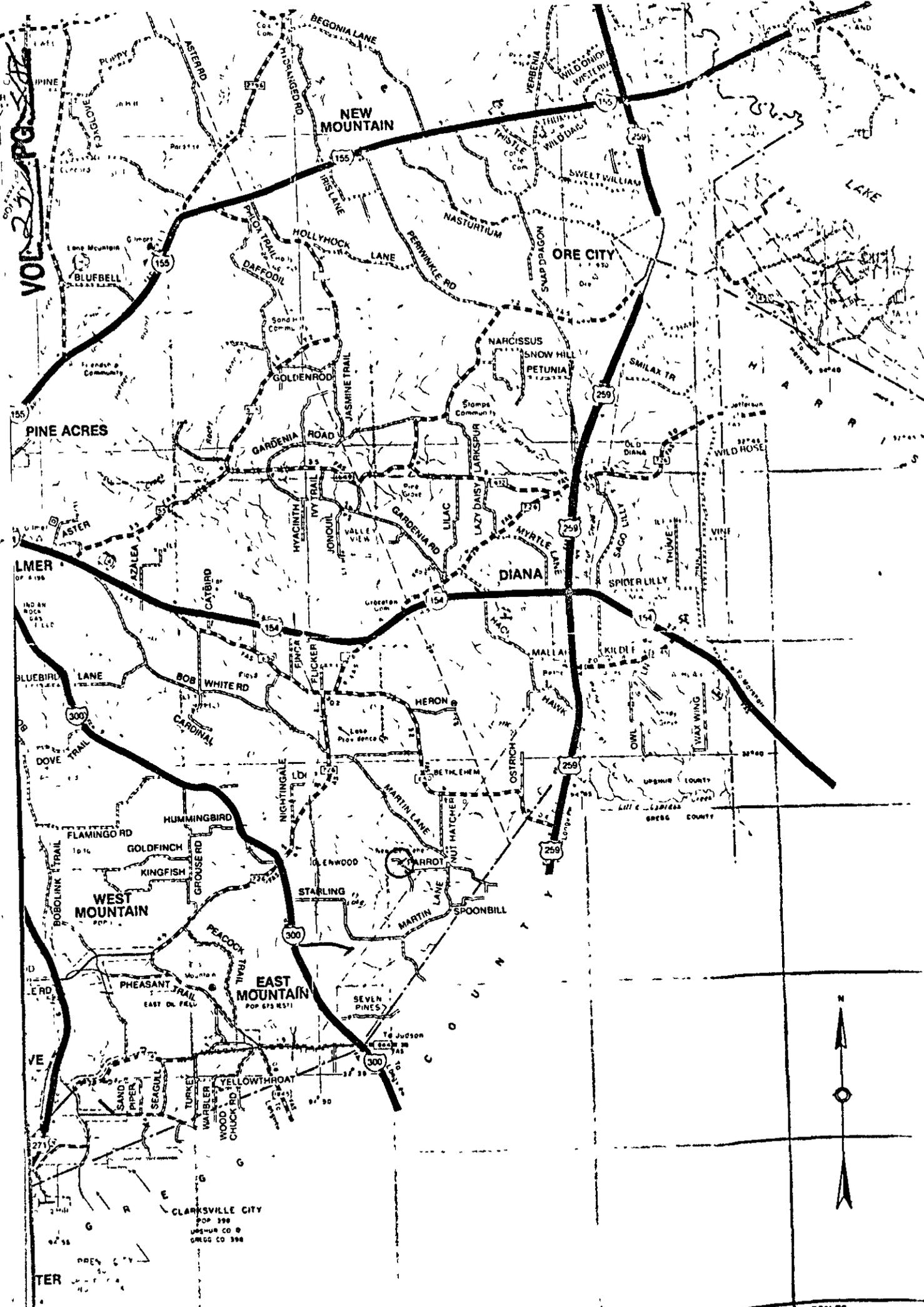
Proposed construction will begin, if approved, on or after
24th day of July, 1982.

NAME Jake Dupree
Jake Dupree

TITLE Landman

ADDRESS 1008 Camellia Gilmer, Texas 75644

approved
7-20-82



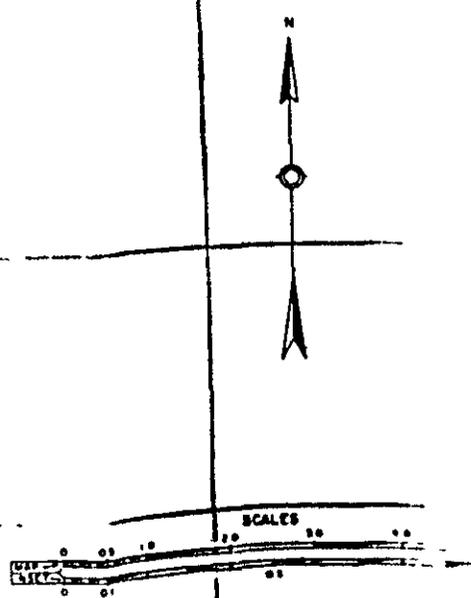
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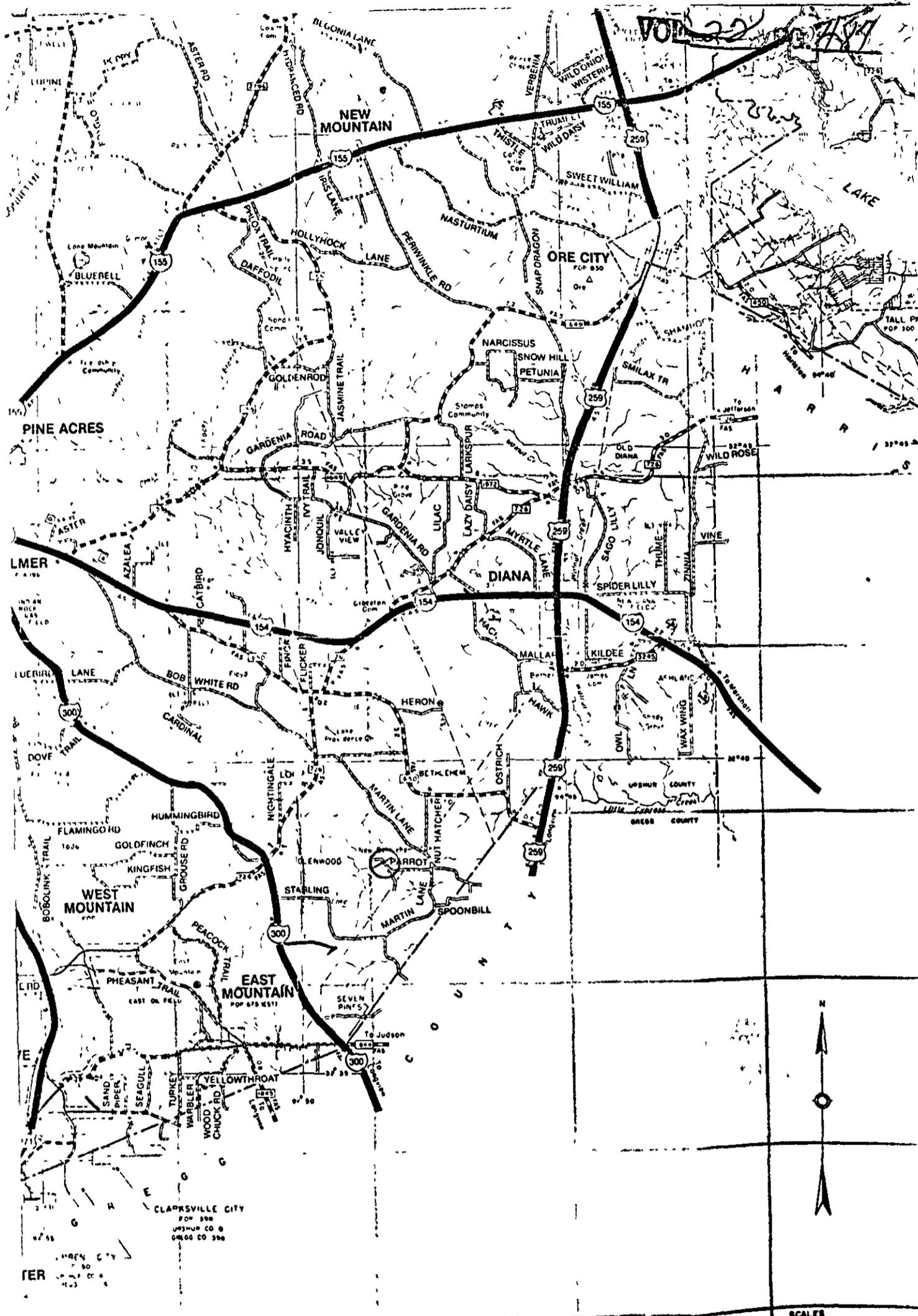


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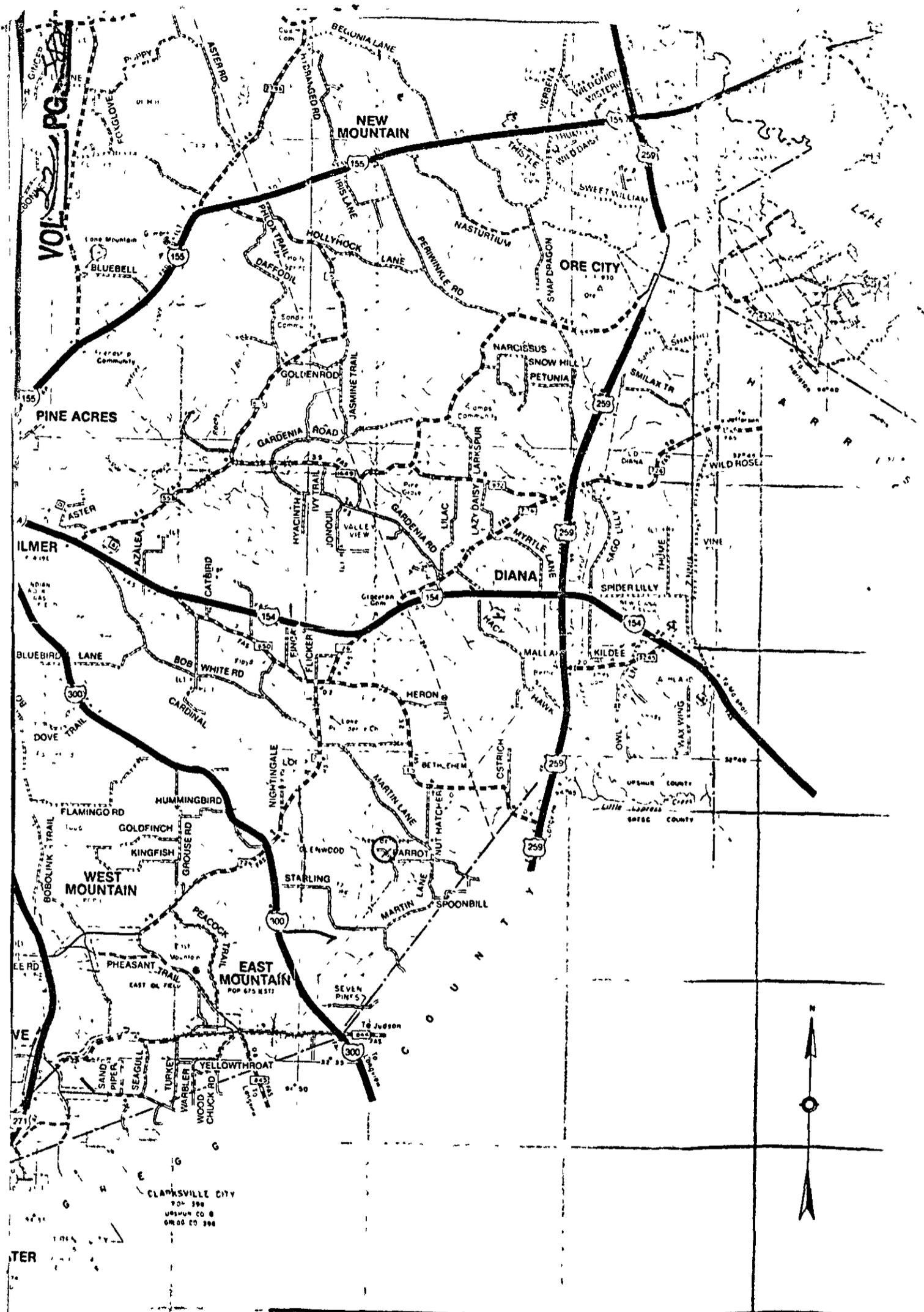





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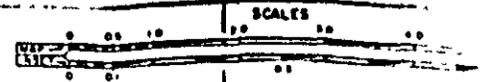




CLARKSVILLE CITY
 904 398
 USPOW CO 8
 0400 CO 206


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BY C.H. Pitman

FROM Jan. 1, 1982

	Balance Last Report	Amt. Rec. Since Last Report
1. General	13,548.29	1,722,025.80
2 Salary	36,870.89	353,740.17
3. R&B	12,715.12	776,385.41
4. R&B 1	1,522.89	413,009.90
5. R&B 2	1,759.89	452,754.66
6 R&B 3	8,270.11	119,246.40
7. R&B 4	1,725.20	194,004.03
8. Perm. Imp.		
9. Perm. School	387.86	331,504.66
10. Social Sec.		
11. Jury	2,513.50	
12. R&B 3A Int. & Skg.		
13 R&B 1B Avail.		
14 Road Dist 1-C Avail.		
15. Road Dist 1-C Int. & Skg.	146.81	361,323.85
16. Upshur Law Library	791.07	1 058.00
17. R.O.W.	2,174.38	146,712.39
18. Crim. Justice Plan	11,757.60	7,444.00
19. M.U.W. Co. Probation	23,367.41	56,746.31
20.	117,551.02	4,935,955.58

LIST OF BONDS AND PERMA

15 Central Heights ISD	15,000.00
9 City of Killeen	9,000.00
8 Bowie County com. Sch. Bonds	8,000.00
6 Huntington R.H. School Bonds	6,000.00
5 Leander, ISD Bonds	5,000.00
7 West Sabine ISD Bonds	7,000.00
5 Livingston ISD Bonds	5,000.00
6 Ore City ISD Bonds	6,000.00
10 Liberty Eylau H.S. Bonds	10,000.00
	\$ 71,000.00

FORD

VOL. 22 PG. 491

SWORN TO AND SUBSCRIBED before me, this 20 day of July, 1982

J. B. Shields Clerk
County Court, Upshur County, Texas

BEFORE ME, J. B. Will Jr County Clerk, Upshur County, Texas, on this day personally appeared Everett Dea County Judge; Delmo Lawson Commissioner, Precinct No. 1; J. W. Meadows Commissioner, Precinct No. 2; Charles Still Commissioner, Precinct No. 3; and Floyd Drummond Commissioner, Precinct No. 4, who after being duly sworn by me state under their oath, that they 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 Dea
County Judge

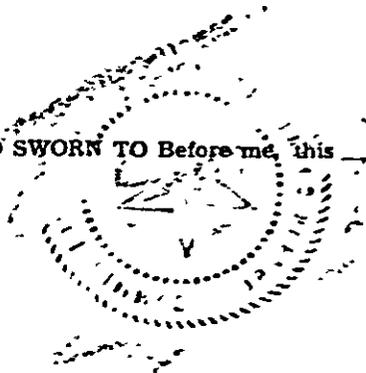
Delmo Lawson
Commissioner, Precinct No. 1

J. W. Meadows
Commissioner, Precinct No. 2

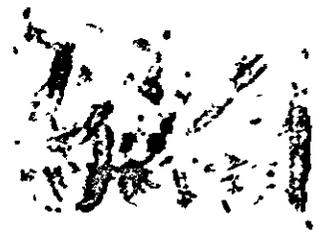
C. J. Still
Commissioner, Precinct No. 3

Floyd Drummond
Commissioner, Precinct No. 4

SUBSCRIBED AND SWORN TO Before me, this 20 day of July
A. D. 1982



J. B. Shields
County Clerk, Upshur County, Texas



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

1982 JUL 20 PM 1:55

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

UPSHUR COUNTY
**TREASURER'S
QUARTERLY REPORT**

Covering Period

From Jan 1, 1982

To Mar 31, 1982 Inclusive

Date Filed July 20, 1982

By

C. B. Peterson
County Treasurer, Upshur County

BEFORE ME, the undersigned authority, on this day personally appeared
C. B. Peterson, 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. B. Peterson, County Treasurer

Expenditures 7-20-82

ROW

<u>Claim No.</u>	<u>Vendor</u>	<u>Object</u>	<u>Amount</u>
35	Betty Neely	Capital Outlay	\$ 8,860.00
36	J.C. & Martha Jean Penick	Capital Outlay	3,200.00
37	Lawrence & Mildred Penick	Capital Outlay	5,165.00
38	Bessie & Homer Porter, Sr.	Capital Outlay	5,515.00
<u>General Fund</u>			
995	Paul Steelman	Services & Charges	6.00
996	James Beasley	Supplies-22.26	
		S&C- 4.84	27.10
997	General Telephone	Services & Charges	473.60
<u>Dept Service</u>			
46	Allen Machinery	Capital Outlay	27,655.00

3183

LAWYERS TITLE AGENCY OF GREGG CO.
422 NORTH GREEN 757-5116
LONGVIEW, TEXAS 75801

7-22 1982

RB-2123
111981

LONGVIEW
BANK & TRUST
LONGVIEW, TEXAS 75806

PAY TO THE ORDER OF

County Clerk, Upshur County
One Hundred Ninety ³⁴/₁₀₀

\$ 190 ⁰⁰/₁₀₀

DOLLARS

LAWYERS TITLE AGENCY OF GREGG CO.

Copies for month of July \$150.00

Elizabeth Barlow

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