



**UPSHUR COUNTY COMMISSIONERS COURT**  
GILMER, TEXAS

UPSHUR COUNTY COMMISSIONERS COURT  
SPECIAL SESSION  
SEPT. 8, 1983  
9:00 A.M.

Discuss oil lease on Upshur County School Land.

Discuss bids on computer.

Approve all bills now due and payable by Upshur County.

Approve permit applications for use of Upshur County right of way.

Executive session on personnel and contracts.

Fverett Dean  
County Judge

1983 SEP - 2 - PM 3:48

FILED  
J. HILL, JR.  
CLERK UP-SHUR COUNTY



UPSHUR COUNTY COMMISSIONERS COURT

WHEELER, TEXAS

September 8, 1983

Commissioners court met in Special Session with all members of the court present.

Glen Smith from The Software Group, Inc. of Plano met with the court concerning computer system for the court house. After some discussion, Motion was made by J.W. Meadows seconded by Delmo Lawson to purchase the computer from the Software Group. Motion carried. Copy attached.

Mark Davis of Westwind Exploration, Inc. met with the court concerning oil leasing on Upshur County School land in West Texas. The court took no action.

Motion by Charles Still seconded by Delmo Lawson to approve a Permit Application by Seis Pros Services, Inc. to place seismograph lines within the ROW of Hickory, White Pine, Locust and Paw Paw Roads. Motion carried. Copy attached.

Motion by J.W. Meadows seconded by Delmo Lawson to approve a Permit Application by Seis Pros Services, Inc. to place seismograph lines within the ROW of Azalea, Crosus, Goldenrod, Hollyhock, Perwinkle, Nasturium, Thistle and Verbenia Roads. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J.W. Meadows to approve a Permit Application by Seis Pros Services, Inc. to place seismograph lines within the ROW of Pomegranite, Eagle, Bob O Link, Bluebird and Bob White Roads. Motion carried. Copy attached.

Motion by Pual Davis seconded by J.W. Meadows to approve a Special Road Agreement by W.D. McBee (Estate of) for the use of Bison and Arrowood Roads. Motion Carried. Copy attached.

Motion by Paul Davis seconded by J.W. Meadows to approve a Special Road Use Agreement by Environmental Timber Co. for the use of Oxen Raad. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by Paul Davis to approve a Special Road Use Agreement by Dan Lester Drilling Co. for the use of Old 271. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by Paul Davis to approve a Special Road Use Agreement by Bill Mitchell Contractor for the use of Old 271. Motion carried. Copy attached.

Motion by Charles Still seconded by Delmo Lawson to approve a Permit Applciation by L.E. Rosenbalm to place a culvert installation within the ROW of Cottonwood Zoad. Motion carried. Copy attached.

Motion by Paul Davis seconded by J.W. Meadows to approve the deputation of Claydene Edith Bowden of Long Motor Company and LaDonna Sue Ferguson of Yazell Chevrolet for auto registration for the dealerships. Motion carried. Copy attached.

Judge Dean read the minutes of the August 29th meeting. Motion by Paul Davis seconded by Delmo Lawson to approve the minutes as read. Motion carried.

Court went into Executive Session.

Lawrence Dean  
County Judge  
Paul Davis  
Commissioner Pct. #4

Delmo Lawson  
Commissioner Pct. #1

J.W. Meadows  
Commissioner Pct. #2

Charles Still  
Commissioner Pct. #3

The Software Group, Inc.

1101 Plano Parkway, Suite C • Plano, Texas 75074 • (214) 424-1579

PURCHASE AGREEMENT

This Purchase Agreement is made and entered into this 8<sup>th</sup> day of August, 1983, by and between The Software Group, Inc. ("TSG"), a Texas corporation with its principal place of business at Plano, Texas and the County of Upshur, Texas ("County").

WHEREAS, TSG has been appointed as a dealer of each item of Equipment described and listed on Exhibit A to this Purchase Agreement by the Supplier of each item of Equipment identified in said Exhibit A; and

WHEREAS, as a dealer of said Equipment, TSG is authorized to sell each item of said Equipment and obtain for the purchaser thereof a sub-license to use and practice the Supplier's operating system software and firmware programs (the "Program"); and

WHEREAS, the County intends to purchase the Equipment listed in Exhibit A from TSG and obtain a sub-license for the Program so that the County may use the Equipment and Program;

NOW THEREFORE, for and in consideration of their mutual covenants and promises, the parties agree as follows:

1. Agreement to Sell and Purchase Equipment. For the Purchase Price hereinafter stated, TSG agrees to sell and deliver to the County, and the County agrees to purchase and accept from TSG the Equipment described and listed on Exhibit A to this Purchase Agreement, which Exhibit is attached hereto and made a part hereof by reference.

2. Sub-license of the Program. Also, for the Purchase Price set forth below, TSG agrees to obtain for the County from the Supplier of each item of Equipment listed on Exhibit A a non-exclusive, non-assignable sub-license to use and practice the Program, provided the County first signs and delivers to TSG two non-exclusive sub-license agreements for the benefit of the Supplier in the form set forth in Exhibit B hereto, which Exhibit is attached hereto and made a part hereof by reference. The sub-license to be granted by said Exhibit B does not grant to the County the right to reproduce, publish or license the Program to others, or to use the Program in any manner other than with the

Equipment. The County acknowledges and agrees that the entire right and title to the Program and the material therein contained is and shall remain the property of Supplier and has been expressly reserved unto Supplier. The County further acknowledges and agrees that Supplier has exclusive right to protect by copyright or otherwise, to reproduce, publish, sell and distribute the Program and all material therein contained. The provisions of this Subparagraph shall be considered as a third-party beneficiary contract for the benefit of the Supplier and enforceable by the Supplier.

3. Purchase Price and Method of Payment.

(a) The County agrees to pay to TSG and TSG agrees to accept from the County, as payment in full for the Equipment, the Purchase Price set forth in Exhibit A in the manner provided in this Paragraph.

(b) The County shall pay and TSG shall accept the Purchase Price in the following manner and at the following times:

(1) Ten percent (10%) of the Purchase Price upon execution of the Purchase Agreement by both parties, receipt of which is acknowledged by TSG; and

(2) The remaining balance of the unit price of each Equipment delivered to the County within ten (10) days after said Equipment is delivered.

4. Shipping Costs and Taxes. The Purchase Price set forth above does not include shipment costs for the Equipment from the Supplier's place of manufacture to the County's installation site and insurance while the same is in transit. Also, the Purchase Price set forth above does not include any taxes or other government impositions, including without limitation, sales and use taxes. All such costs of shipping, freight, warehousing, handling, insurance, taxes and government impositions, if any shall be invoiced separately to the County and the County shall pay the same in addition to the Purchase Price.

5. Delivery, Title and Risk of Loss.

(a) Delivery of each unit of Equipment shall take place when such unit is placed aboard carrier's equipment at Supplier's place of manufacture.

(b) The County shall obtain title to each unit of Equipment at the time and place of its delivery, subject to TSG's security interest hereinafter set forth.

(c) The County shall assume and bear the risk of loss or destruction of or damage to each unit of Equipment from and after the time and place of its delivery but nothing contained in this Subparagraph shall excuse or release TSG from and for damage to or loss or destruction of a unit of Equipment resulting from TSG's intentional or negligent acts or omissions.

6. Schedule for Delivery. Delivery of each unit of Equipment shall take place within ninety (90) days after execution of this Purchase Agreement by both of the parties; provided, however, that TSG shall have no liability to the County for delays in delivery due to causes beyond the control and without the fault or negligence of TSG, such as but not limited to, acts of God, acts of government, fire, flood, strikes, embargoes, material shortages, delays in transportation and the County's failure to or delay in signing the non-exclusive sublicense agreement.

7. Installation of Equipment. The Purchase Price set forth above does not include installation of the Equipment, which shall be the responsibility of and at the expense of the County. The County shall contract directly with Supplier or Supplier's designee for the installation of the Equipment including the Program. In the event the costs of installation are charged by the Supplier or Supplier's designee to TSG, the County shall promptly reimburse TSG. Upon the completion of the installation, the County shall obtain from the installer a Certificate of Completion of Installation, or similar document, which Certificate or similar document shall constitute the County's acceptance of the Equipment and Program. Such acceptance shall be final and conclusive except for latent defects, fraud, such gross mistakes as amount to fraud and rights and remedies available to the County under the Paragraph herof entitled Warranties.

8. Site Requirements. The County shall provide a suitable location and space for the installation and operation of the Equipment, which space shall be free from excessive personnel traffic, dust and smoke. The County shall provide sufficient and adequate electrical circuits for the Equipment in accordance with Supplier's specifications for said Equipment.

9. Warranties.

(a) TSG warrants that each unit of Equipment shall be new and unused, and, if the County fully and faithfully performs each and every obligation required of it including making all payments hereunder when due, the County's title to each unit of Equipment shall be free and clear of all liens and encumbrances arising through TSG.

(b) The parties understand and agree that TSG is not the manufacturer of the Equipment. As such, TSG does not warrant or guarantee the condition of the Equipment or the operational characteristics of the Equipment. TSG hereby grants and gives to the County any warranty adjustments TSG may receive from the manufacturer or Supplier of the Equipment but does not represent that any such warranty exists.

(c) THIS PARAGRAPH CONTAINS ALL THE REPRESENTATIONS AND WARRANTIES OF TSG. NO OTHER WARRANTIES ARE APPLICABLE TO THIS PURCHASE AGREEMENT OR THE EQUIPMENT DELIVERED HEREUNDER INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR INTENDED OR PARTICULAR PURPOSE.

10. Security Interest in TSG. The County hereby grants to TSG a security interest in each unit of Equipment delivered hereunder from the time of its delivery until its Purchase Price is paid in full to secure payment of any remaining balance of its Purchase Price. TSG may enforce its security interest in any manner provided by the laws of the State of Texas. The County agrees upon the request of TSG, to sign any documents necessary to perfect or to continue perfected the security interest of TSG.

11. Separate License Agreement. The parties understand and agree that this Purchase Agreement contains no rights and remedies for either party related to the separate License Agreement for the other TSG software products.

12. Equipment Maintenance. It shall be the responsibility of the County to repair and maintain the Equipment after its acceptance. TSG recommends to the County that the County enter into a Maintenance Service Agreement with the Supplier in the form set forth in Exhibit C to this Purchase Agreement and advises the County that the proper operation of the Equipment and the Program are dependent upon the same being maintained by the Supplier in accordance with the terms of the Exhibit C Agreement.

13. Limitation on Liability. TSG's liability for damages arising out of or in connection with this Purchase Agreement, whether based on a theory of contract or tort, including negligence or strict liability, shall be limited to the total Purchase Price set forth above. Notwithstanding anything to the contrary, in no event shall TSG be liable to the County or any person claiming through the County, for (1) indirect, remote, incidental, special, exemplary, punitive or consequential damages, (11) any damages whatsoever due to causes beyond the reasonable control of TSG or (111) loss of use, profits or revenues by the County.

14. Independent Contractor. TSG shall be and remain at all times and Independent Contractor and shall not be considered for any purpose as an officer, agent or employee of either the County or a Supplier. In no event shall the employees of TSG be considered employees of the County or a Supplier. TSG shall not represent to any person that it is an agent or employee of the County or a Supplier.

15. Governing Law. This Purchase Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas. In the event any part of this Purchase Agreement is invalidated by a court or legislative action, the remainder hereof shall remain in full force and effect.

16. Entirety of Agreement and Amendments.

(a) This Purchase Agreement contains all of the representations, warranties and promises of the parties relating to the subject matter hereof, whether oral or written, and supercedes all representations, warranties and promises of the parties relating to the subject matter hereof which predate this Purchase Agreement.

(b) This Purchase Agreement may only be amended, modified or changed by written instrument signed by both parties hereto.

17. Approval of Governing Body. The County represents and warrants to TSG that this Purchase Agreement has been approved by its governing body and is a binding obligation upon the County.

IN WITNESS WHEREOF, the parties have executed this Purchase Agreement in duplicate the day and year first above written by the signatures of their authorized representatives below:

THE SOFTWARE GROUP, INC.

By: \_\_\_\_\_  
Printed Name:  
Printed Title:

UPSHUR COUNTY

By: EVERETT DEAN  
Printed Name:  
Printed Title: County Judge

Exhibit A

Ultimate/DEC Model 2000S  
LSI-11/2 Processor  
Ultimate Peripheral Processor 2X  
256KB MOS Memory  
154MB Winchester Disk Drive  
1600 BPI Microstreamer Tape Drive  
7 Open Ports  
4 ADDS Viewpoint CRTs  
300 LPM Printronix Printer  
1200 Baud Modem  
Pick Operating Sytem  
Word Processing  
RECALL report generator . . . . . \$ 52,100

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3  
DATE Sept. 1, 1983

Formal notice is hereby given that Seis Pros Services, Inc.  
whose principal address is P.O. Box 3, Gilmer, Texas  
does propose to place a seismograph lines  
within the ROW of County Road See below  
as follows: Hickory, White Pine, Locust and Paw Paw Roads

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 Shila Hartow

TITLE Permit Agent

ADDRESS P.O. Box 3  
Gilmer, Texas 75644  
Gilmer Inn  
843-3033 Room 112

*Approved*  
*9-8-83*

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2  
DATE Sept. 1, 1983

Formal notice is hereby given that Seis Pros Services, Inc.  
whose principal address is P.O. Box 3, Gilmer, Texas 75644  
does propose to place a seismograph lines  
within the ROW of County Road \_\_\_\_\_  
as follows:

Azalea, Crocus, Goldenrod, Hollyhock, Perwinkle,  
Nasturium, Thistle, and Verbenia.

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 Sheila Norton

TITLE Permit Agent

ADDRESS P.O. Box 3  
Gilmer, TX. 75644  
Gilmer Inn  
843-3033 Room 112

  
9-8-83

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1  
DATE Sept. 1, 1983

Formal notice is hereby given that Seis Pros Services, Inc.  
whose principal address is P.O. Box 3, Gilmer, Texas 75644  
does propose to place a seismograph lines  
within the ROW of County Road \_\_\_\_\_  
as follows:

- Pomegranite
- Eagle
- Bobolink
- Bluebird
- Bob White

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 Sheila Horton

TITLE Permit Agent

ADDRESS P.O. Box 3  
Gilmer, Texas 75644  
Gilmer Inn  
843-3033 Room 112

*Approved*  
*9-8-83*

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Estate of W. D. McBee,  
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) Bison Road (South) and Arrowwood Road  
( East and West )

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 rig 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.

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 8 day of Sept, A.D. 19 83.

Doyle Howard  
FIRST PARTY Estate of W. D. McBee  
2100 LTV Tower  
Dallas, Texas 75201

Ernest Dean  
COUNTY JUDGE

Delmo Lawson  
COMMISSIONER #1

Jew Meadows  
COMMISSIONER #2

Chas. J. Hill  
COMMISSIONER #3

James [unclear]  
COMMISSIONER #4

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Enviromental Timber Co.,  
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) Oxen Road (West only)  
\_\_\_\_\_  
\_\_\_\_\_

2.

First Party agrees to use its vehicles in such a  
manner as not to block or interfere with other traffic on said  
road so that said road will be open to travel by the public  
at all times.

3.

First Party agrees to grade, maintain and otherwise  
repair said road using its own equipment, labor and materials,  
if any needed, during the duration of time that First Party  
is removing logs from its lands located  
in Precinct No. 4, Upshur County.

4.

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

5.

First Party agrees to post surety bond in the amount of \_\_\_\_\_ to Upshur County Commissioners Court to insure performance of agreement.

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 8 day of Sept. A.D. 19 83.

J.R. Curtis  
 FIRST PARTY  
 Enviromental Timber Co.  
 P.O. Box 26  
 Gilmer, Texas 75644

Garrett Dean  
 COUNTY JUDGE

Delmo Lawson  
 COMMISSIONER #1

J.W. Meadows  
 COMMISSIONER #2

Charles L. Hill  
 COMMISSIONER #3

Dan...  
 COMMISSIONER #4

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Dan Lester Drilling Co., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair and both parties being aware of possible damage to said roads as a result of hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of (describe road) Old 271

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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. 1, Upshur County.

4.

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

5.

First Party agrees to post surety bond in the amount of \_\_\_\_\_ 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 8 day of Sept., A.D. 19 83.

759-4568

[Signature]  
 FIRST PARTY Dan Lester Drilling Co.  
 P.O. Box 574  
 White Oak, Texas 75693

[Signature]  
 COUNTY JUDGE

[Signature]  
 COMMISSIONER #1

[Signature]  
 COMMISSIONER #2

[Signature]  
 COMMISSIONER #3

[Signature]  
 COMMISSIONER #4

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Bill Mitchell Contractor, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair and both parties being aware of possible damage to said roads as a result of hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of (describe road) Old 271

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing gravel from its lands located in Precinct No. 1, Upshur County.

4.

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

5.

First Party agrees to post surety bond in the amount of \_\_\_\_\_ 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 8 day of Sept., A.D. 19 83.

759-4568

J.D. Kilduff  
 FIRST PARTY Bill Mitchell Contractor  
 P.O. Box 574  
 White Oak, Texas 75693

Wm. H. Rice  
 COUNTY JUDGE

Delmo Lawson  
 COMMISSIONER #1

J.W. Meadows  
 COMMISSIONER #2

Charles L. Hill  
 COMMISSIONER #3

Paul [unclear]  
 COMMISSIONER #4

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3  
DATE Sept. 6, 1983

Formal notice is hereby given that L. E. Rosenbalm  
whose principal address is Rt. 3 Box 528, Gilmer, Texas 75644  
does propose to place a culvert installation  
within the ROW of County Road Cottonwood 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.

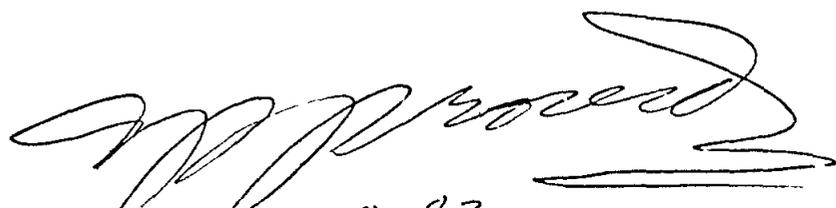
All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road & Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

NAME L E Rosenbalm

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

  
9-8-83

# DEPUTATION

## THE STATE OF TEXAS

County of Upshur } I, Micheal L. Smith  
 Tax Assessor Collector of the County of Upshur and State of Texas, having  
 full confidence in Claudene Edith Bowden of said County and State, do hereby,  
 with the consent of the Honorable Commissioners' Court of Upshur County, nominate  
 and appoint Claydene Edith Bowden my true and  
 lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the  
 office of said Auto Registration of said County and State, hereby  
 ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 1st day of September 19 83

*Micheal L. Smith*

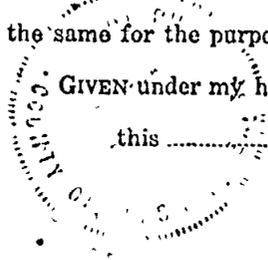
of Upshur County, Texas.

## THE STATE OF TEXAS

County of Upshur } BEFORE ME,  
Glenda Olivares in and for Upshur County, Texas,  
 on this day personally appeared Micheal L. Smith

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

GIVEN under my hand and seal of office at this 1st day of September 19 83



*Glenda Olivares*

Upshur County

## OATH OF OFFICE

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

Subscribed and sworn to before me, this 1st day of September 19 83

*Claudene Bowden*

*Glenda Olivares*

Upshur County



ORDER AUTHORIZING APPOINTMENT OF DEPUTY

In Commissioners' Court of ... Upshur ... County, Texas.

Upon application duly presented, it is ordered by the Court that Micheal L. Smith ... of ... Upshur ... County, Texas, be and he is hereby authorized to appoint and deputize Claudene Bowden ... as Deputy Tax Assessor-Collector ... said office. Said appointment to date from the ... day of Sept. ... 1933, and to continue in effect until revoked by said officer or be otherwise terminated, and the remuneration to be paid said deputy is hereby fixed at the sum of ... Dollars, per annum, payable solely from the fees of said office.

Entered ... 8 ... day of ... Sept. ... 19 83 Recorded in Minute Book Page ...

E 584

No. ....

DEPUTATION

OF

Filed for record the ... day of ... 19 ... at ... o'clock ... M., and recorded ... day of ... 19 ... in Book ... page ... of the Records of Deputation of ... County.

Clerk County Court, ... County, Texas

By ... Deputy.

Michael L. Smith  
TAX ASSESSOR-COLLECTOR  
UPSHUR COUNTY  
GILMER, TEXAS 75644

OFFICIAL DEPUTY AGREEMENT:

It is hereby agreed that a deputy be appointed at the below named dealership to perform the duties of (and excluded to) registering Automobiles owned by this dealership or those just sold by this dealership, collecting the road use tax, collecting title transfers and shall not perform any other duties of the Tax office.

It is also agreed: The money and receipts for said collections to be received and deposited to the Tax Assessor Collector on the last working day of each week, the last working day of each month or prior to reaching \$2,000.00 in collections whichever comes first. The money shall be deposited to the Tax office upon the registration of any vehicle. The receipts and money shall be included in all returns at all times.

This appointment shall expire on the last day of the term of office of the Tax Assessor Collector or may be terminated by either party at any time with 30 days notice.

Michael Smith  
DEALER FOR LONG MOTOR COMPANY

Claudia B. Smith  
OWNER

Michael L. Smith  
UPSHUR COUNTY TAX ASSESSOR-COLLECTOR

# DEPUTATION

THE STATE OF TEXAS

County of Upshur } I, Michael L. Smith  
Tax Assessor/Collector of the County of Upshur and State of Texas, having full confidence in La Donna Sue Ferguson of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint La Donna Sue Ferguson my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Auto Registration of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

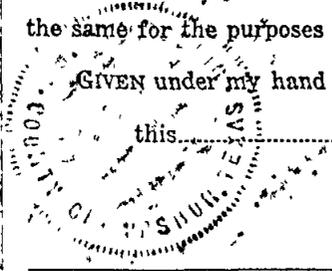
WITNESS my hand, this 11st day of August 1911  
Michael L. Smith  
of Upshur County, Texas.

THE STATE OF TEXAS

County of Upshur } BEFORE ME,  
Glenda Olivares in and for Upshur County, Texas,  
on this day personally appeared Michael L. Smith

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

GIVEN under my hand and seal of office at this 11st day of August 1911



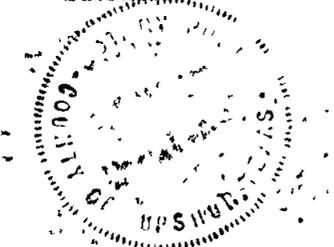
Glenda Olivares  
County Clerk

## OATH OF OFFICE

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

Subscribed and sworn to before me, this 11st day of August 1911

La Donna Sue Ferguson  
Glenda Olivares  
Upshur County



ORDER AUTHORIZING APPOINTMENT OF DEPUTY

In Commissioners' Court of Upshur County, Texas.

Upon application duly presented, it is ordered by the Court that Micheal L. Smith of Upshur County, Texas, be and he is hereby authorized to appoint and deputize Claudene Bowden as Deputy Tax Assessor-Collector in said office. Said appointment to date from the 1 day of Sept. 1983, and to continue in effect until revoked by said officer or be otherwise terminated; and the compensation to be paid said deputy is hereby fixed at the sum of Dollars, per annum, payable solely from the fees of said office.

Entered 8 day of Sept. 1983 Recorded in Minute Book Page

E 584

No.

DEPUTATION

OF

Filed for record the day

of 19, at

o'clock, M., and recorded

day of 19, in

Book page of the Records

of Deputation of

County.

Clerk County Court,

County, Texas

By Deputy.

Michael L. Smith  
TAX ASSESSOR-COLLECTOR  
UPSHUR COUNTY  
GILMER, TEXAS 75644

DEPUTY DUTY AGREEMENT:

It is here by agreed that a deputy be appointed at the below named dealership to perform the duties of (and excluded to) the Interim Auto of the owned by this dealership or those just sold by this dealership, collect the road use tax, collect title transfers and shall not perform any other duties at the tax office.

It is also agreed: The money and receipts for all collections to be made and deposited to the Tax Assessor Collector on the 1st of each month, the last working day of each month or prior to the 15th of each month, collections of motor taxes first. The money shall be deposited to the office upon the registration of any vehicle. The receipts for all collections shall be filed at all times.

This appointment shall expire on the last day of the term of office of the Tax Assessor Collector or may be terminated by either party at any time with notice.

[Signature]  
DEPUTY TAX ASSESSOR-COLLECTOR

[Signature]  
DEPUTY TAX ASSESSOR-COLLECTOR

[Signature]  
TAX ASSESSOR-COLLECTOR  
UPSHUR COUNTY, TEXAS