

**UPSHUR COUNTY COMMISSIONERS COURT**

GILMER, TEXAS

February 27, 1984

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

Judge Dean read the minutes of the February 13th meeting. Motion by J.W. Meadows seconded by Delmo Lawson for the minutes to stand as read. Motion carried.

Motion by Paul Davis seconded by J.W. Meadows to approve an amendment to the delinquent tax contract. Motion carried.

Motion by Delmo Lawson seconded by Paul Davis to approve Resolution on 15% penalty on delinquent taxes. Motion carried. Copy attached.

Mack Holmes from Business Records met with the court concerning reproducing of records in the County Clerk and County Tax Office. Court took no action.

Motion by Paul Davis seconded by Charles Still to approve Library employees attending meetings in Gladewater March 30, and in Longview Feb. 29. Motion carried.

Motion by J.W. Meadows seconded by Delmo Lawson to approve the Veterans Service officer attending meeting February 22nd in Dallas. Motion carried.

Motion by J.W. Meadows seconded by Paul Davis to approve the Boy Scouts using the Court house lawn for Scout Fair, May 5th. Motion carried.

Motion by Charles Still seconded by Paul Davis to place letter from Upshur-Gregg Soil & Water Conservation District Board of Directors into the court minutes. Motion carried. Copy attached.

Motion by J.W. Meadows seconded by Paul Davis to approve the County Treasurer attending County Treasurers seminar in College Station, April 16-19. Motion carried.

Motion by J.W. Meadows seconded by Delmo Lawson to approve appointment of Dr. Fenlaw as County Health Authority for Upshur County. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J.W. Meadows to approve the Payroll changes of:

Glen Edward Campbell	-----Pct. #4-----	Promotion
Margaret Wren	-----Sheriff-----	Hired
Willie Lee Adams	-----Pct. #1-----	Hired
Jerry Sparks	-----Pct. #2-----	Hired

Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J.W. Meadows to approve a bus turn around at the home of Jackie O. Brown. Motion carried. Copy attached.

Motion by Charles Still seconded by Delmo Lawson to approve a Permit Application by Pritchett Water Supply to place a water line within the ROW of Cherry Laurel. Motion carried. Copy attached.

Motion by Charles Still seconded by J.W. Meadows to approve a Permit Application by Pritchett Water Supply to place a water line within the ROW of Live Oak road. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by Charles Still to approve a Special Road Use Agreement by Luckwood Const. Co. for the use of Fir Road. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J.W. Meadows to approve a Special Rd. Use Agreement by Luckwood const Co. for the use of Bob O Link Road. Motion carried. Copy attached.

Motion by J.W. Meadows seconded by Delmo Lawson to approve a Permit Application by Boyce Carroll to place a culvert installation within the ROW of Lavender road. Motion carried. Copy attached.

Motion by Paul Davis seconded by J.W. Meadows to approve a Permit Application by Lynn Tillery to place a driveway extension within the ROW of Walnut road. Motion carried. Copy attached.

Motion by Paul Davis seconded by J.W. Meadows to approve a Special Rd. Use Agreement by Scott Turner for the use of Racoon road. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J.W. Meadows to approve a Permit Application by David Griffith to place a culvert installation within the ROW of Starling road. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J.W. Meadows to approve a Permit Application by Silvio Sella to place a culvert installation within the ROW of Pheasant Trail. Motion carried. Copy attached.

Motion by Charles Still seconded by Paul Davis to approve a Special Rd. Use Agreement by Environmental Timber Co. for the use of 1795 South West to Red Maple and Dead end road. Motion carried. Copy attached.

Motion by J.W. Meadows seconded by Delmo Lawson to approve a Permit Application by S.K. Palmer to place a culvert installation within the ROW of Aster Road. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J.W. Meadows to approve a Special Rd. Use Agreement by Tyler Drilling Co. for the use of Water Tower Rd. Motion carried. Copy attached.

Motion by Charles Still seconded by J.W. Meadows to approve a Special Rd. Use Agreement by Gary Van Dusen for the use of 1002 North east on Red Maple to access road. Motion carried. Copy attached.

Motion by J.W. Meadows seconded by Delmo Lawson to approve a Special Rd. Use Agreement by Mobley Transport, Inc. for the use of Snapdragon road. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by Charles Still to approve a Permit Application by Tejas Gas Corp. to place a gas line within the ROW of Pheasant Road. Motion carried. Copy attached.

Motion by J.W. Meadows seconded by Paul Davis to approve a Permit Application by Tejas Gas Corp. to place a gas line within the ROW of Davlilly Road. Motion carried. Copy attached.

Motion by Paul Davis seconded by Delmo Lawson to approve the payment of the unpaid bills. Motion carried. Copy attached.

Motion by Charles Still seconded by Paul Davis to adjourn. Motion carried.


COUNTY JUDGE


COMMISSIONER PCT. #1


COMMISSIONER PCT. #2


COMMISSIONER PCT. #3


COMMISSIONER PCT. #4

R E S O L U T I O N

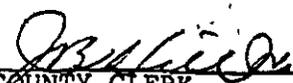
BE IT RESOLVED THAT the County of Upshur, State of Texas, acting through its duly constituted governing body, do adopt by proper action of a quorum of said members of such governing body at a regular or properly constituted special or call meeting of such governing body, the provisions of Section 33.07 of the Property Tax Code, as amended by HB 30, providing for ADDITIONAL PENALTY FOR COLLECTION COSTS, since the above jurisdiction presently has a valid Contract for the Collection of Delinquent Taxes with a tax attorney, pursuant to Section 6.30 of said Property Tax Code, as amended; and

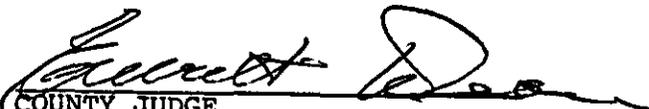
BE IT RESOLVED THAT following proper passage of this Resolution, that the Tax Collector for the above jurisdiction be advised of this action and be instructed to take any and all action required under the provisions of this section, including the notification of each delinquent taxpayer of his delinquency and of the penalty involved at least 30 and not more than 60 days before July 1, 1984, and to do any and all of such other acts required by said Section 33.07 of the Property Tax Code, as amended by HB 30; and

BE IT RESOLVED THAT this Resolution or a copy thereof be placed or entered into the minutes of the above jurisdiction showing the action taken thereon.

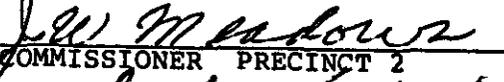
MOTION MADE, SECONDED AND BY A VOTE OF 5 TO 0 THIS RESOLUTION WAS ADOPTED THIS 27 DAY OF February, 1984.

ATTESTED:


COUNTY CLERK


COUNTY JUDGE


COMMISSIONER PRECINCT 1


COMMISSIONER PRECINCT 2


COMMISSIONER PRECINCT 3


COMMISSIONER PRECINCT 4

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Upshur-Gregg Soil and Water Conservation District No. 417
P O. Box 904 - Gilmer, Texas 75644

February 22, 1984

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

Dear Sirs:

Your check for \$1,500.00 has been received by the Upshur-Gregg Soil and Water Conservation District Board of Directors.

Your support of our programs is appreciated.

Sincerely,

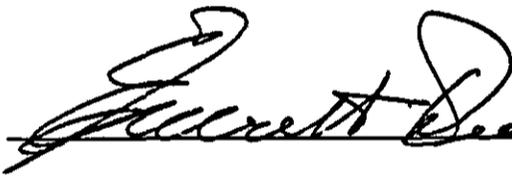
Roy Snow, Chairman
Upshur-Gregg SWCD

RS/go

CONSERVATION - DEVELOPMENT - SELF-GOVERNMENT

COPY OF APPOINTMENT COUNTY HEALTH AUTHORITY

I Everett Dean do hereby
certify that on 27 day of February 19 84,
the Commissioners' Court of Upshur County,
duly appointed J. L. Fenlaw M.D.;
the County Health Authority of Upshur County,
whose term shall begin on February 27 19 84 and end on
February 26 19 86, unless said authority is removed by law.

SIGNED  County Judge

THE STATE OF TEXAS

OATH OF OFFICE

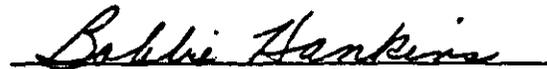
I, J. L. Fenlaw M.D. do solemnly swear
 (or affirm), that I will faithfully execute the duties of the office of
Upshur County Health Authority and will to the
 best of my ability preserve, protect, and defend the Constitution and
 laws of the United States and of this State; and I furthermore solemnly
 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. So help me God.


 Health Authority

P.O. Box 639, Gilmer, Texas 75644
 Mailing Address Zip

Rt. 7, Bx. 976, Gilmer, Texas 75644
 Residence Address Zip

SWORN TO and Subscribed before me this 27 day of February,
 19 84.



Notary Public, Upshur County, Texas.

TO: PAYROLL DEPARTMENT VOL. 24 PG. 295

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT 2-1-84
(DATE & TIME)

EMPLOYEE Glenn Edward Campbell - Pt. 4

TO: PAYROLL DEPARTMENT

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

--	--	--	--	--	--

TO: PAYROLL DEPARTMENT VOL. 24 PG. 297

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT 2-1-84
(DATE & TIME)
EMPLOYEE Shelley Lee Adams, Jr. Pet-1
SOCIAL SECURITY NO _____ CLOCK NO _____

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input checked="" type="checkbox"/> RATE		<u>986.50</u>
<input type="checkbox"/>		

REASON FOR THE CHANGE(S)

- HIRED
- RE HIRED
- PROMOTION
- DEMOTION
- TRANSFER
- MERIT INCREASE
- UNION SCALE
- PROBATIONARY PERIOD COMPLETED
- LENGTH OF SERVICE INCREASE
- RE EVALUATION OF EXISTING JOB
- RESIGNATION
- RETIREMENT
- LAYOFF
- DISCHARGE

LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

OTHER (EXPLAIN) _____

CHANGE AUTHORIZED BY _____ DATE _____

CHANGE APPROVED BY Delmo Lawson DATE _____

TO: PAYROLL DEPARTMENT

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT 1-1-84
(DATE & TIME)
 EMPLOYEE Jerry Sparks - Pct. 2
 SOCIAL SECURITY NO. _____ CLOCK NO. _____

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THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input checked="" type="checkbox"/> RATE		3.35/Hr
<input type="checkbox"/>		

REASON FOR THE CHANGE(S)

- | | |
|---|--|
| <input checked="" type="checkbox"/> HIRED | <input type="checkbox"/> PROBATIONARY PERIOD COMPLETED |
| <input type="checkbox"/> RE-HIRED | <input type="checkbox"/> LENGTH OF SERVICE INCREASE |
| <input type="checkbox"/> PROMOTION | <input type="checkbox"/> RE EVALUATION OF EXISTING JOB |
| <input type="checkbox"/> DEMOTION | <input type="checkbox"/> RESIGNATION |
| <input type="checkbox"/> TRANSFER | <input type="checkbox"/> RETIREMENT |
| <input type="checkbox"/> MERIT INCREASE | <input type="checkbox"/> LAYOFF |
| <input type="checkbox"/> UNION SCALE | <input type="checkbox"/> DISCHARGE |

LEAVE OF ABSENCE FROM _____ UNTH. _____
(DATE) (DATE)

OTHER (EXPLAIN) _____

CHANGE AUTHORIZED BY _____ DATE _____

CHANGE APPROVED BY JW Morrow DATE _____

Gilmer Public Schools

P. O. DRAWER 40

Gilmer, Texas 75644

JACK E. COCKRILL, Ed.D.
SUPERINTENDENT

TELEPHONE 843-2828

J. M. MARSHALL
BUSINESS MANAGER

February 22, 1984

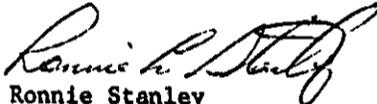
Upshur County Judge Everette Dean
Upshur County Courthouse
Gilmer, Texas 75644

Dear Judge Dean:

I certify that the following location is a turn-around on
Bus Route #95 at the home of Jackie O. Brown, Route 1, Box 318,
Gilmer, Texas.

We will appreciate any improvement that you may be able to
make at this location.

Sincerely,


Ronnie Stanley
Transportation Director

RS:mm

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PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3
DATE 2-22-84

Formal notice is hereby given that PRITCHETT WATER SUPPLY, CORP.
whose principal address is P. O. BOX 567, GILMER, TEX. 75644
does propose to place a water line
within the ROW of County Road Cherry Laurel
as follows: To cross road from North to South with 1 1/2 in. PVC
to serve one meter, Mrs. L. R. Craig.

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.

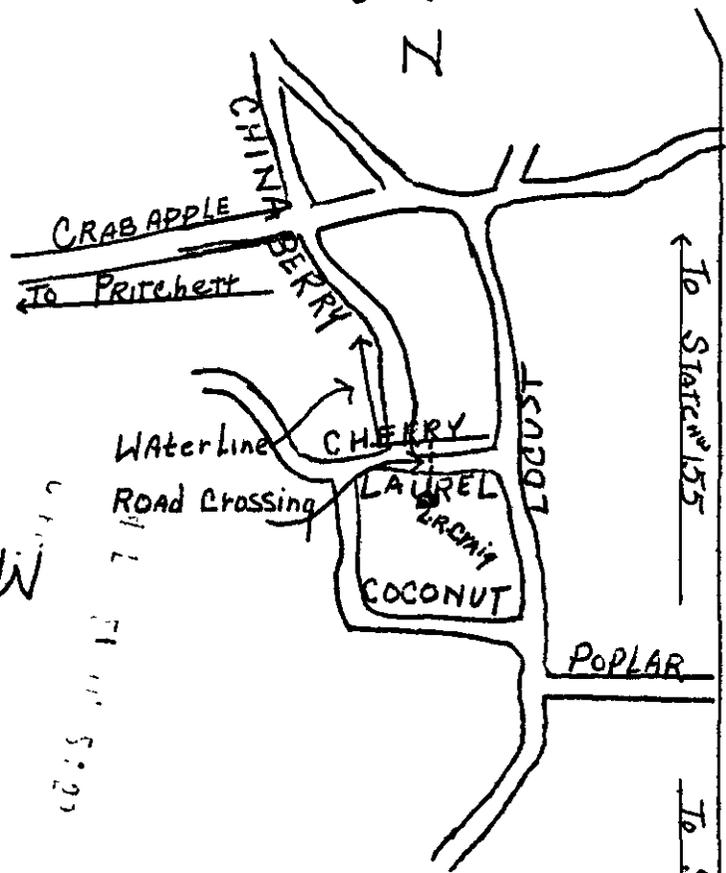
Proposed construction will begin, if approved, on or after
15 day of February, 1984.

NAME J. K. Gege

TITLE OPERATOR

ADDRESS Rt. 2 BOX 813
BIG SANDY, TEX. 75755

Approved
2-27-84



FM 2685

E

W

S

Waterline
Road Crossing

CRAB APPLE
To Pritchett

CHINA
BERRY

CHERRY
LAUREL
IRON
COCONUT

SCROTT

POPLAR

To State #155

To STATE HWY 80

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3
DATE 2-22-84

Formal notice is hereby given that PRITCHETT WATER SUPPLY CORP., whose principal address is P. O. BOX 567, GILMER, TEX. 75644 does propose to place a watee line within the ROW of County Road LIVE OAK as follows: To start in road 1.1 mile from FM 1795 (Latch Store) and go 200 ft. on shoulder of road. This is about 300 ft. west of Alvin Wilkerson.

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

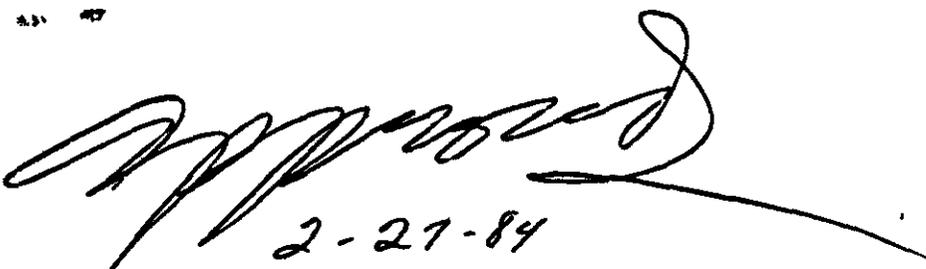
All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road & Bridge Department policies and specifications.

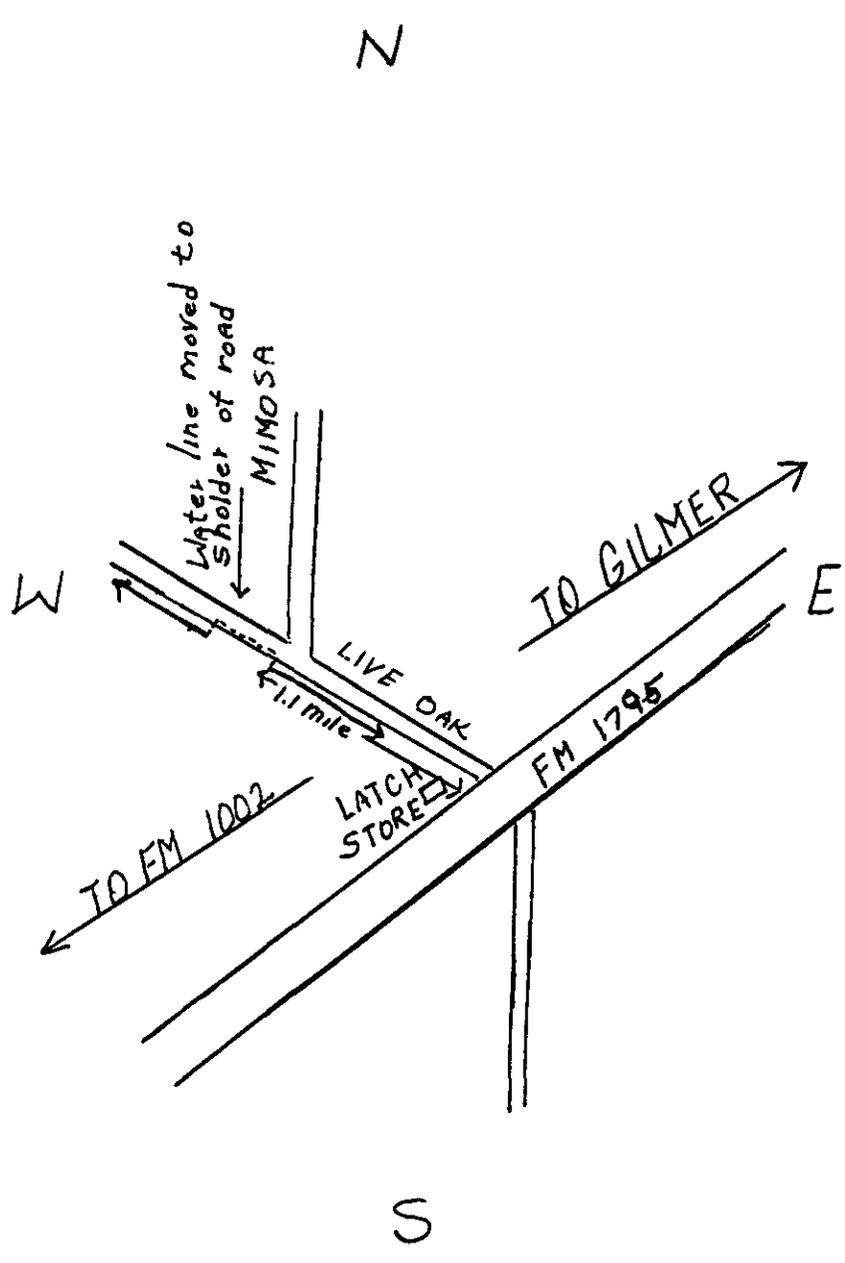
Proposed construction will begin, if approved, on or after 22 day of February, 1984.

NAME J.K. Gage

TITLE OPERATOR

ADDRESS RT. 2 BOX 813
BIG SANDY, TEX. 75755


2-27-84



SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Luckwood Construction, 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) Fir Road

2.

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

3.

First Party agrees to grade, maintain and otherwise repair said road using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing 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 27 day of February A.D. 19 84.

L. L. Jammer Sec. Treas
FIRST PARTY Luckwood Construction
P.O. Box 1168
Gladewater, Texas 75647

Edward Dean
COUNTY JUDGE

Robt Lawson
COMMISSIONER #1

Jim M... ..
COMMISSIONER #2

C. D.
COMMISSIONER #3

Paul
COMMISSIONER #4

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SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Luckwood Construction,

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) Bob O Link 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 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 27 day of February A.D. 19 84.

[Signature]
FIRST PARTY

[Signature]
COUNTY JUDGE

[Signature]
COMMISSIONER #1

[Signature]
COMMISSIONER #2

[Signature]
COMMISSIONER #3

[Signature]
COMMISSIONER #4

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2
DATE Feb. 23, 1984

Formal notice is hereby given that Boyce Carroll
whose principal address is Rt. 2 Box 536, Gilmer, Texas 75644
does propose to place a culvert installation
within the ROW of County Road Lavender 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.

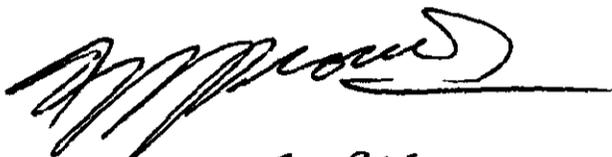
All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road & Bridge Department policies and specifications.

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

NAME Boyce Carroll

TITLE _____

ADDRESS _____


2-27-84

31 1 11 91

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3
DATE Feb. 24, 1984

Formal notice is hereby given that Lynn Tillery
whose principal address is _____
does propose to place a driveway extension
within the ROW of County Road Walnut 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 _____

TITLE _____

ADDRESS _____

*Approved
2-27-84*

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Scott Turner,
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) Raccoon Road

2.

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

3.

First Party agrees to grade, maintain and otherwise
repair said road using its own equipment, labor and materials,
if any needed, during the duration of time that First Party
is removing soil 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 27 day of February, A.D. 19 83.

Scott Turner
FIRST PARTY Scott Turner
Rt. 2 Box 246
Pittsburg, Texas

[Signature]
COUNTY JUDGE

Alma Lawson
COMMISSIONER #1

[Signature]
COMMISSIONER #2

[Signature]
COMMISSIONER #3

[Signature]
COMMISSIONER #4

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PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1
DATE Feb. 23, 1984

Formal notice is hereby given that David Griffith
whose principal address is P.O. Box 457, Gilmer, Texas 75644
does propose to place a culvert installation
within the ROW of County Road Starling Road (Green Hills)
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 David Griffith

TITLE Owner

ADDRESS # 6 Greenhills Rd
Gilmer,

*Approved
2-27-84*

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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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 27 day of Feb., A.D. 19 84.

Collette Finney
FIRST PARTY Environmental Timber Co.
P.O. Box 26
Gilmer, Texas 75644

[Signature]
COUNTY JUDGE

[Signature]
COMMISSIONER #1

[Signature]
COMMISSIONER #2

[Signature]
COMMISSIONER #3

[Signature]
COMMISSIONER #4

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PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT # 2
DATE 2-17-84

Formal notice is hereby given that S. K. Palmer
whose principal address is Rt 6 Box 720, Gilmer
does propose to place a Culvert
within the ROW of County Road Asten 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 S. K. Palmer
TITLE _____
ADDRESS _____

*Approved
2-27-84*

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Tyler Drilling Company, 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) Water Tower Road off FM 726

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.

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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 27 day of Feb., A.D. 1984.

Bains Well 1

Kenneth Bunker
FIRST PARTY Tyler Drilling Company
120 S. College
Tyler, Texas 75702

James A. Dean
COUNTY JUDGE

Delma Lawson
COMMISSIONER #1

Jew Meadows
COMMISSIONER #2

C. J. Pitt
COMMISSIONER #3

Paul [unclear]
COMMISSIONER #4

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Gary Van Dusen, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair and both parties being aware of possible damage to said roads as a result of hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of (describe road) off 1002 north east on Red Maple to
access road and return same route.

2.

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

3.

First Party agrees to grade, maintain and otherwise repair said road using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 3, Upshur County.

4.

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

5.

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

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 27 day of Feb., A.D. 1984.

Kyle Bradley
FIRST PARTY Gary Van Dusen
Jefferson, Texas

[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, Mobley TRANSPORT inc.,
hereinafter referred to as First Party, enters into and makes
an agreement with Upshur County Commissioner of Precinct No. 2,
Upshur County, Texas, and in order to get material to market
it is necessary to use a portion of Upshur County roads located
in Precinct No. 2, over which Commissioner has jurisdiction
and obligation to maintain in good repair and both parties
being aware of possible damage to said roads as a result of
hauling on and over same enter into the following agreement.

1.

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

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 mud from its lands located
in Precinct No. 2, Upshur County.

4.

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

5.

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

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 27 day of Feb.,
A.D. 19 84.

Clyde Viers
FIRST PARTY Mobley
P.O. Box 1640
Kilgore, Texas 75662

Robert Dean
COUNTY JUDGE

Delma Lawson
COMMISSIONER #1

Jim Miskow
COMMISSIONER #2

C. H. Hill
COMMISSIONER #3

James [unclear]
COMMISSIONER #4

INDIAN ROCK (NORTH
GLADEWATER)
AFE #853
TRACT 6RD

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1
DATE February 22, 1984

Formal notice is hereby given that Tejas Gas Corp.
whose principal address is P.O. Box 2806, Corpus Christi, TX 78403
does propose to place a cased 6" welded steel natural gas pipeline
within the ROW of County Road Trail Road
as follows: Pleasant Rd.

One cased 6-5/8" welded steel natural gas pipeline, bored and cased
from right-of-way line to right-of-way line.

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
15th day of March, 19 84.

TEJAS GAS CORP
NAME Fred G. Lugenheim

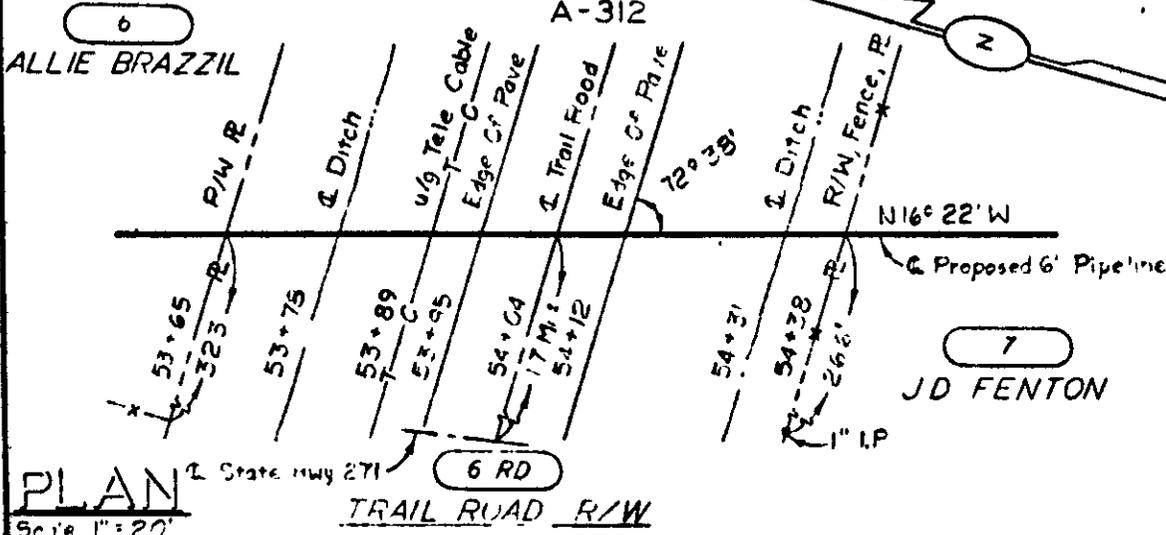
TITLE Right-of-Way Agent

Ramada Inn - #130
1101 E. Palestine Avenue
ADDRESS Palestine, Texas 75801
214-729-8451

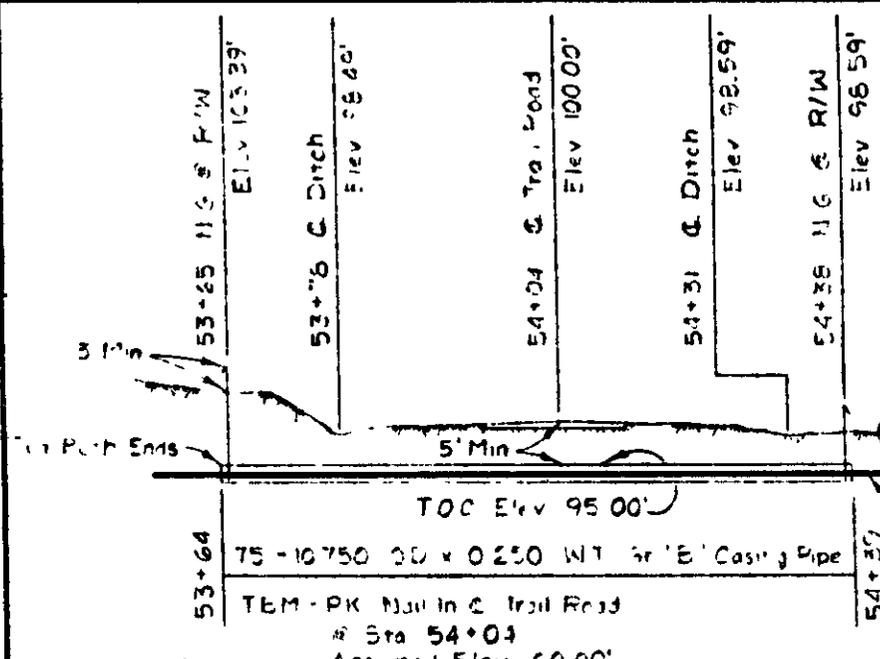
*Approved
2-27-84*

UPSHUR COUNTY, TEXAS

ISAAC MOODY
A-312



PLAN
Scale 1"=20'



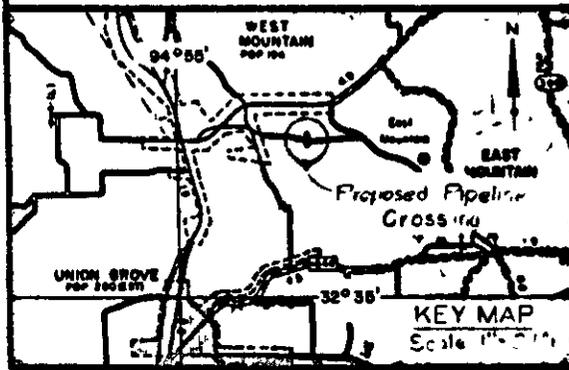
PIPE SPECIFICATIONS

CARRIER PIPE:
6 625" O.D. x 0.280" WT. (18.97 lbs./ft) Gr "B" Pipe
Max Operating Pressure: 1250 P.S.I.
Min Test Pressure: 1750 P.S.I.
Min Yield Strength: 42,000 P.S.I.

CASING PIPE:
10 750" O.D. x 0.250" WT (28.03 lbs./ft) Gr "B" Pipe

PROFILE

Scale 1"=20' H & V



FB 2142 PGS 18 & 28			
REFERENCE			
TEJAS GAS CORP			
CORPUS CHRISTI, TEXAS			
INDIAN ROCK SYSTEM			
UNDER TRAIL ROAD			
UPSHUR COUNTY, TEXAS			
DESIGNED BY	DATE	APPROVED BY	DATE
DRAWN BY G&A	DATE 2/6/84	APPROVED BY	DATE
CHECKED BY	DATE	APPROVED BY	DATE
CORRECT BY	DATE		
W. O. McAFEE 853	SCALE NOTED	TG-853-6RD	
FILE	SHEET	OF	

INDIAN ROCK (DELROSE)
AFE #853
TRACT 20RD

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2
DATE February 22, 1984

Formal notice is hereby given that Tejas Gas Corp.
whose principal address is P.O. Box 2806, Corpus Christi, TX 78403
does propose to place a cased 8" welded steel natural gas pipeline
within the ROW of County Road Pineview Road
as follows:

Haytilly Rd.

One 8-5/8" welded steel natural gas pipeline bored and cased from
right-of-way line to right-of-way line.

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
15th day of March, 1984.

TEJAS GAS CORP.
NAME *Fred G. Lugenheim*
Fred G. Lugenheim

TITLE Right-of-Way Agent

ADDRESS Ramada Inn - #130
1101 E. Palestine Avenue
Palestine, Texas 75801
214-729-8451

*Approved
2-27-84*

UPSHUR COUNTY OPERATING ACCOUNT

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CLAIM NO:	PAY TO:	CLASSIFICATION:	AMOUNT:
791	United Parcel Service - pd. 2/15/84-ck #03039	10-560-480	\$ 7.23
792	Quill Corp. - pd. 2/15/84 ck. #03040	10-410-310/1.77 10-499-310/4.39 10-560-310/5.95 10-576-310/5.86 10-665-310/47.28 10-700-310/87.14	152.39
793	Kilgore College pd. 2/16/84-ck. #03044	10-499-425	140.00
794	General Telephone Co. pd. 2/17/84-ck. #3045	10-401-443/40.91 10-403-443/18.29 10-405-443/11.59 10-410-443/14.68 10-435-443/41.82 10-450-443/34.36 10-455-443/23.80 10-476-553/56.78 10-495-443/32.06 10-497-443/13.38 10-499-443/37.07 10-560-443/68.99 10-565-443/26.79 10-630-443/19.14 10-665-443/29.17 10-675-443/5.29 10-770-720/1.23	475.35
795	Postmaster - pd. 2/21/84 ck. #03046	10-499-316	966.65
796	Ola M. Fuller - pd. 2/23/84 ck. #03047	10-642-477	49.25
797	Lillian Bouknight - pd. 2/23/84 - ck. #03048	10-642-477	49.25
798	Gilmer National Bank	10-410-630/ 10-410-670/ 10-411-630/ 10-411-670/	3,327.52
799	Business Records Govn't. Mkts.	10-403-417/1,224.39 10-403-418/1,733.89	2,958.28
800	Dale Thompson	10-409-482	26.53
801	Mr. T. E. Marshall	10-409-482	49.57
802	Patricia Harrison, C.S.R.	10-426-406	300.00
803	The W. G. Fry Corp.	10-435-312	336.00
804	David Moore	10-435-415	38.70
805	The First Administrative Judicial Dist. of Texas	10-435-476	341.86
806	Gilmer National Bank	10-450-312	16.62
807	Arrest Law Bulletin	10-476-330	35.95
808	Search and Seizure Bulletin	10-476-330	36.00
809	Edna F. Welch, C.S.R., R.P.R.	10-476-413	74.75
810	Complete Business Systems	10-476-452	475.00

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UPSHUR COUNTY OPERATING ACCOUNT

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CLAIM NO:	PAY TO:	CLASSIFICATION:	AMOUNT:
811	Texas Rents	10-476-570	\$ 408.95
812	V. W. Eimicke Assoc., Inc.	10-495-312	55.53
813	Keith Barber	10-495-425	73.96
814	Ramada Inn	10-497-425	43.20
815	Typertight Business Systems	10-499-310/33.00 10-700-310/33.00	66.00
816	The Software Group, Inc.	10-499-312	880.20
817	Edwin R. York	10-499-419	1,878.05
818	Stanley R. Higginbotham	10-499-720	25.07
819	Wilson Distributing Co.	10-510-332	280.80
820	City of Gilmer	10-510-440/152.79 10-513-440/26.44	179.23
821	Swepeco	10-510-441/110.23 10-513-441/166.65 10-514-441/115.31	392.19
822	Arkla Gas	10-510-442/812.98 10-514-442/279.18 17-613-442/37.39	1,129.55
823	James Beasley	10-560-310/1.35 10-560-329/2.49 10-560-411/11.03	14.87
824	Copy Products	10-560-314/245.85 10-650-314/81.95 10-665-314/163.90	491.70
825	Lanier Business Products	10-560-329	3.50
826	Texaco, Inc.	10-560-340	21.63
827	Hamberlin's Gulf	10-560-450	10.00
828	Sargent-Sowell, Inc.	10-560-349	68.60
829	Upshur County Ambulance Service	10-565-478	50.00
830	Ford Memorial Hospital	10-642-477	819.73
831	T. S. Ragland Memorial Clinic	10-642-477	1,950.00
832	Jack P. Kirby, M. D.	10-642-477	108.00
833	P. S. Delcambre, M. D.	10-642-477	114.20
834	Jack P. Kirby, M. D.	10-642-477	15.00
835	Thames Book Co.	10-650-312	47.19
836	Pinecrest Publishing Co.	10-650-330	22.00
837	University Microfilms International	10-650-330	14.79
838	Vocational Instructional Services	10-665-330	4.90
839	Cynthia Shattles	10-665-331	12.60
840	Bobby Davis	15-611-346	60.00
841	Willie Lee Williams	15-611-346	20.00
842	Wilson-Riley, Inc.	15-611-348	3,820.70
843	Long Motor Company, Inc.	15-611-350/45.36 15-611-450/19.50 16-612-350/14.78 17-613-350/66.81 17-613-450/10.75	157.20
844	Luther Holman	17-613-346	156.00
845	George P. Bane, Inc.	17-613-350	227.01
846	Mrs. Joe Boegel	18-614-346	80.00
847	West Side Furniture	18-614-350	14.10

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UPSHUR COUNTY OPERATING ACCOUNT

<u>CLAIM NO:</u>	<u>PAY TO:</u>	<u>CLASSIFICATION:</u>	<u>AMOUNT:</u>
848	Nichols Machinery Co.	18-614-350	\$ 16.92
849	Darr Equipment Co.	18-614-576	2,057.50
850	First National Bank of Gilmer	61-680-650	7,110.00
851	Jail Planners, Inc.	75-515-479	14.65
852	State Reserve Life Insurance Co.	87-780-252	31.40

VOI 24 PC 229

1778

88-1379
1119

3-1 1984

\$ 150.⁰⁰ DOLLARS

LAWYERS TITLE AGENCY
OPERATING ACCOUNT

Jack M. Finley

#001778# @111913798# #0312619#

PAY TO THE ORDER OF *Upham Court Clerk*
One hundred fifty and no/100
THIS CHECK IS DELIVERED FOR PAYMENT OF THE FOLLOWING ACCOUNTS
Blair - Copy
April


 P O BOX 1432 GLADEWATER, TX 79647

JACK M FINLEY, INC.
 DBA LAWYERS TITLE AGENCY
 OPERATING ACCOUNT
 811A GILMER RD. 297-7721
 LONGVIEW, TEXAS 75604