



VOL 20 PG 525

UPSHUR COUNTY COMMISSIONERS COURT  
GILMER, TEXAS

11-16-87

Commissioners Court met in special session with all members present with the exception of Gaddis Lindsey and Bill Loggins.

Bids were opened for the tractor and mower for Pct. #4. Bids were from Bennett Equipment-\$23,250.00 for a new tractor and mower and \$14,750.00 for a new mower and a used tractor. George P. Bane, Inc. \$22,640.00 for a new tractor and mower. Upshur County Ford Tractor, \$22,900.00 for a new tractor and mower and \$16,900.00 for a different brand new tractor and mower. Motion by Tommy Eatherton seconded by David Loyd to table the bids until Nov. 23, 1987. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by David Loyd to approve allowing the library to apply for a grant. Motion carried.

Motion by David Loyd seconded by Tommy Eatherton to approve the minutes of the previous meeting. Motion carried.

Motion by David Loyd seconded by Tommy Eatherton to accept the division order from American Exploration for the Clemens #1 and #2 Units. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Eatherton to advertise for a motor grader for Pct. # 2. Motion carried.

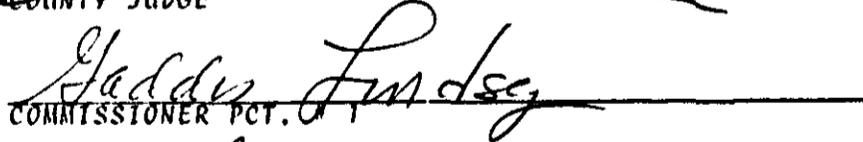
Motion by David Loyd seconded by Tommy Eatherton to approve the permit application of Jewel Humphrey to install a culvert within ROW of Christi Road. Motion carried, copy attached.

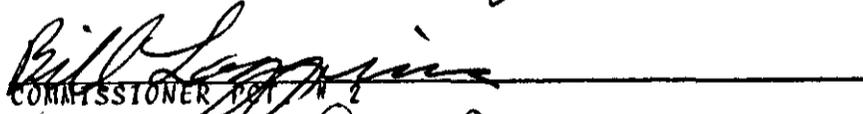
Motion by David Loyd seconded by Tommy Eatherton to approve filling an abandoned well on the property of Nancy Lucas at Big Sandy. Motion carried, copy attached.

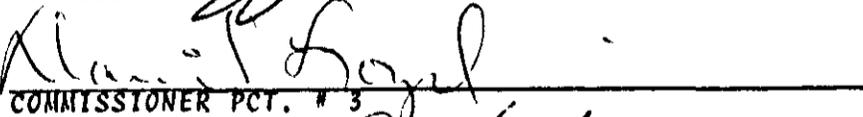
Motion by Tommy Eatherton seconded by David Loyd to approve the permit application of Henry Cox to install a culvert within ROW of Aster Road. Motion carried, copy attached.

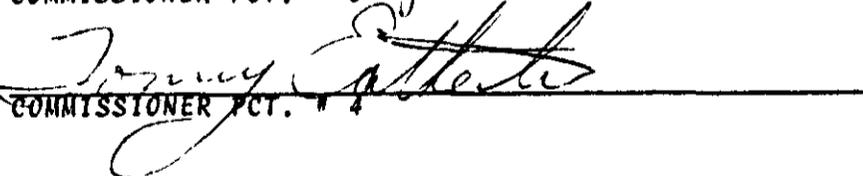
Motion by David Loyd seconded by Tommy Eatherton to adjourn. Motion carried.

  
COUNTY JUDGE

  
COMMISSIONER PCT. # 1

  
COMMISSIONER PCT. # 2

  
COMMISSIONER PCT. # 3

  
COMMISSIONER PCT. # 4

**SIDEMOUNTED HYDRAULIC MOWER**

**GENERAL DESCRIPTION**

This specification pertains to a heavy duty rotary mower designed to be mounted on a rubber tire tractor. The unit shall be used to mow vegetation, brush, saplings, and/or grass in areas not accessible to conventional mowing equipment. The mower head shall be positioned to the right side of the tractor, midmounted, with provisions for replacing the rotary mower head with a rotary ditcher head, a flail mower head or boom arm extension without changing the basic mounting of the units to the tractor frame. The hydraulic power for this unit shall be supplied by a hydraulic pump that is separate from the tractor hydraulic system. Oil for the operation of the mower shall be stored in a reservoir that is part of the mower unit and shall be separate from the tractor hydraulic oil reservoir.

Control of the mower head shall be easily accomplished from the operators position. The hydraulic valve for controlling the mower blade rotation shall incorporate an electric switch that prevents the tractor from starting if the blades are engaged. This provision shall be standard on this mower design. The mower head shall provide <sup>60 76</sup> inch width.

**SPECIFIC DESCRIPTION**

**BLADES**

Each unit shall be equipped with a maximum of two, free swinging, 20 inch blades. The blades shall be made of heat treated alloy steel with updraft design.

**BLADE BOLTS**

Blades shall be secured to the blade bar by a specially forged 1 1/8" minimum diameter bolt. The bolt shall be thru hardened and have an induction hardened wear surface at all points of contact. Attachment of the bolt will be secured with Loctite, lockwasher, locknut and 250 foot pounds of torque. The bolt shall be a grade 8 minimum strength.

**BLADE BAR**

A straight steel blade bar shall be used to support the blades. Minimum dimensions of the bar shall be 1 1/4"x6"x29". The bar shall be attached to the spindle with four grade eight bolts, torqued to 400 foot pounds. The 3/4" diameter bolts shall be installed with loctite.

**BLADE SPINDLE**

The blade spindle shall be constructed of thru hardened alloy steel with a minimum 4 1/2" machined base and 9" length. The spindle shall be housed in a machined enclosure and supported on two tapered roller bearings, secured by a double nut and lock ring. The housing shall have provision for re-filling the grease cavity of the bearings.

**SPINDLE HOUSING**

The spindle housing shall be a cast steel unibody design that fully encloses the spindle from the seal surface to the hydraulic motor flange. The motor shaft to spindle connection shall be direct coupled through concentric machined mounting surfaces. This explicitly forbids the use of chain couplers to connect the motor and spindle. The spindle housing shall be secured to the mower deck with six each grade 8 bolts and nuts, torqued to 100 foot pounds minimum.

**MOWER DECK**

The mower deck shall be made from 10 gauge material with 2"x4" channel frame cross members. The side skirts shall be 3/8 inch constructed with deflector shields and replaceable full length skid shoes. Rubber flaps shall provide for rear debris deflection.

**HYDRAULIC MOTOR**

A gear type hydraulic motor shall provide power to the blades. The motor shall be protected by a hydraulic relief valve. Hydraulic hoses shall be used to transmit power to the motor and the hoses shall be one inch rubber covered with burst pressure of four times work pressure.

**DECK TO TRACTOR CONNECTION**

A box beam extension arm shall connect the mower to the main frame. Two hydraulic cylinders shall be used to lift and tilt the mower head. The hydraulic lift cylinder shall provide movement from 4" below grade to 10" above grade. The hydraulic tilt cylinder shall provide an arc of 180 degrees.

**CUTTER HEAD POSITIONING**

Power to the two control cylinders shall be directed by a hydraulic valve separate from the tractor. Quarter inch rubber covered hoses, with burst pressure of four times work pressure, shall be used with the head control cylinders.

**CUTTER VALVE**

The cutter valve shall be a solenoid remote controlled operated valve. It shall be located outside of the operator's work station to provide safety and operator comfort. The cutter valve shall be operated by a push-pull electric switch with a 1 3/8 DIA red-colored actuator. This switch will prevent the tractor engine from starting if the cutter blades are engaged. The cutter head control valve shall have a relief valve installed with a pressure setting of 2000 PSI. When in the "off" position, the cutter valve shall route the oil directly to the hydraulic tank. Hydraulic oil shall be provided to the motor, to prevent cavitation, as the motor decelerates. The hydraulic motor system shall be designed to completely stop within 60 seconds after the cutter valve is switched to "off".

**HYDRAULIC PUMP**

The hydraulic pump to power the boom movements and the cutter blades shall be attached to the vehicle crank shaft or PTO shaft. Provisions shall be made for a speed changer on the pump if power vehicle limitations require one. The pump shall be a two section design with one section providing power to the cutter head and another section providing power to the boom

movements. The two section pump shall be rated at 70 gallons per minute. The pump shall have the capacity to absorb 142 input horsepower. The tank containing the hydraulic fluid for the unit shall be separate from the power vehicle. At no point shall the cutter unit and power vehicle use the same hydraulic system.

**HOSE ROUTING**

No hoses shall be routed or connected to the frame members inside the operator work areas. All hoses shall be routed inside the boom sections.

**MOUNTING FRAME**

The main frame of the mower unit shall be bolted to the tractor frame and braced to the right rear axle to absorb impact in severe applications. The oil reservoir shall be located to the left of the tractor center line and shall have capacity of 60 US gallons. A sight glass shall be standard on reservoir.

**WEIGHT**

A complete mower unit shall weigh 2800 pounds, including oil and mounting hardware.

00886400



BENNETT EQUIPMENT COMPANY



291 SOUTH EASTMAN ROAD P. O. BOX 8290

LONGVIEW, TEXAS 75602

PHONE 214 753-4481

TO: Upshur County Commissioners Court  
c/o Judge Everett Dean  
Gilmer, Texas

DATE: 11-16-87

GENTLEMEN:

We appreciate the opportunity to quote you prices below for your consideration, subject to immediate acceptance unless otherwise specified.

ITEM QUANTITY

(1)- New Terrain King Versa Mower, Mounted on New 6610 Ford Tractor, Meeting or exceeding all specifications.

Price F.O.B. Upshur-----\$23,250.00

\*\*\*(1)- New Terrain King Versa Mower, Mounted on 1980 6600 Ford Tractor, Meeting or exceeding all specifications.

Price F.O.B. Upshur County-----\$14,750.00

F.O.B. Upshur County TERMS: Net 10 From Delivery

SHIPMENT: Bennett Equipment 60-75 A.R.O.

QUOTATION EXPIRES: 12/16/87

Estimated delivery dates are subject to delays beyond our control. The amount of any present or future sales tax, either Federal or State, which may now be required or later enacted may not be included in prices quoted in this quotation.

PLEASE REQUEST ANY ADDITIONAL INFORMATION DESIRED

Papers attached hereto may be considered a part of this quotation. We appreciate the opportunity of submitting this proposal and hope to be favored with your order.

ACCEPTED: \_\_\_\_\_, 19\_\_\_\_

BENNETT EQUIPMENT COMPANY

Richard R. Clark

Submitted by: *Richard R. Clark*

AFFIDAVIT TO  
UPSHUR COUNTY

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary or other Agent or Officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

Name of Bidder Bennett Equipment Company  
Signed by Richard R. Clark General Manager  
(Sign name in writing) (Title)  
Address: P.O. Box 8230 Longview, Texas 75607  
(Zip Code)  
Telephone No. (214)-753-4481 Date 11-16-87

AFFIDAVIT

STATE OF TEXAS  
COUNTY OF

Before me the undersigned authority on this the 13th  
day of November 4, 19 87, personally appeared  
Richard R. Clark who being duly  
sworn deposes and says that he signed the above instrument  
for the purposes and considerations herein expressed.

(SEAL) Mary H. [Signature] Notary Public in and for Adess County, Texas  
My commission expires 5-30-90

Note: Bids not notarized will not be considered.

YOL 30PG 531



GEO. P. BANE, INC. / 3402 N NE LOOP 323 / TYLER, TEXAS 75708 / 214/897-8641

MAILING ADDRESS:  
GEORGE P. BANE, INC.  
P.O. BOX 4865  
TYLER, TEXAS 75712-4865

November 16, 1987

Honorable Judge and  
Commissioners Court  
Upshur County, Pct. #4  
Gilmer, TX 75644

Gentlemen,

We are pleased to submit the following quote according to Upshur County  
Pct. #4 equipment requirements.

One new Tiger Special 80-66 equipped with  
70 PTO Horsepower, Four Cylinder Diesel  
Engine, 12 x 12 Transmission, Independent  
540 PTO, Power Steering, Differential Lock,  
ROPS, Turn Signals, Horn, 18.4 x 30 - 6 Ply  
Rear Tires, 7.50 x 16 - 6 Ply Front Tires  
and Tiger 60" Rotary Mower.

Bid Price.....\$22,640.00

We appreciate the opportunity to bid on your equipment needs and hope to  
be of help in this instance.

Sincerely,

GEORGE P. BANE, INC.

*George Gabelmann*  
George Gabelmann  
Sales Manager

GC/ma

ACCEPTED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

CONSTRUCTION EQUIPMENT  
SALES · SERVICE PARTS · RENTALS

**AFFIDAVIT TO  
UPSHUR COUNTY**

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary or other Agent or Officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

Name of Bidder GEORGE P. BANE, INC.  
Signed by *[Signature]* Sales Manager  
(Sign name in writing) (Title)  
Address: P.O. Box 4665, Tyler, TX 75712  
(Zip Code)  
Telephone No. 214/597-6641 Date November 16, 1987

**AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF

Before me the undersigned authority on this the 16th  
day of Nov, 1987, personally appeared  
*[Signature]* who being duly  
sworn deposes and says that he signed the above instrument  
for the purposes and considerations herein expressed.

(SEAL)

*[Signature]*  
Notary Public in and for Smith County, Texas  
My commission expires 10-31-88

Note: Bids not notarized will not be considered.

# Limited Warranty

Tiger Corporation, 220 S. Marion Road, Sioux Falls, South Dakota, warrants, to the original Retail Customer, that new Tiger equipment is to be free of defects in material and workmanship. Any part of said equipment that in Tiger's judgment, shows evidence of such defects will be repaired or replaced without charge, provided that the failure of part(s) shall have occurred within twelve (12) months from the date of delivery of said equipment to the Retail Customer. Expendable components such as knives, oil, chain sprockets, skid shoes, knife mounting disks and the like are excluded from but not limited to this warranty.

~~The Retail Customer must pay the transportation cost to and from the Tiger Dealer's service shop for warranty service.~~ Warranty service will be performed by the Tiger Dealer from whom the equipment was purchased, in his service shop and during his regularly scheduled days and hours of operation.

All Tiger obligations under this warranty shall be terminated if the equipment is modified or altered in ways not approved in writing by Tiger, if repair parts other than genuine Tiger repair parts have been used, or if the equipment has been subject to misuse, neglect, accident, improper maintenance or improper operation.

Tiger Corporation reserves the right to make improvements in design or changes in specifications at any time without incurring any obligation to owners of equipment previously sold.

No agent or person has authority to alter, add to or waive the above warranties which are agreed to be the only warranties, representations or promises, expressed or implied, as to the quality or performance of the products covered and which do not include any implied warranty of merchantability or fitness. In no event will Tiger be liable for incidental or consequential damages or injuries, including, but not limited to, loss of profits, rental of substitute equipment or other commercial loss.



**UPSHUR COUNTY FORD TRACTOR**

P.O. BOX 1023  
PHONE (214) 797-2736  
GILMER, TEXAS 75644



November 14, 1987

Upshur County Precinct 4  
P. O. Box 730  
Gilmer, Tx. 75644

We respectively submit a bid on a New 6610 Ford Tractor with a New 5' Terrain King Hydraulic Mower.

**6610 Ford Tractor Specifications**

- Diesel tractor with vertical exhaust
- 8X2 Transmission with Ind. PTO-540
- Differential lock
- 2 PUMP HYDRAULIC SYSTEM
- 3 POINT CATEGORY 2 WITH FLEX LINK ENDS AND STABILIZER BARS
- 2 SPOOL HYDRAULIC REMOTE VALVES
- Flat top rear fenders
- Outset lights with work lamp
- Power steering
- 2 Post ROPS SUPER COMFORT SEAT & belt
- Swinging drawbar
- Wet battery with high cap alternator
- Dual air cleaner one fuel filter
- Heavy duty battery cold starting aid
- Foot accelerator
- T2R 10.00 X 16 8-ply F2 C/Ply
- T94 18.4 X 30 6-ply R1 C/Ply

**5' Terrain King Versa Hydraulic Mower Specifications**  
See attached brochure

45 Day Delivery or Sooner

Price - \$22,900.00

UPSHUR COUNTY FORD TRACTOR

Toney G. Putman  
President

FILED  
 REX A. SHAW  
 COUNTY CLERK  
 1987 NOV 16 AM 9:36  
 UPSHUR COUNTY, TX  
 BY \_\_\_\_\_  
 EEPHTY



UPSHUR COUNTY FORD TRACTOR

P.O. BOX 1023  
PHONE (214) 797-2736  
GILMER, TEXAS 75644



November 14, 1987

Upshur County Precinct 4  
P. O. Box 730  
Gilmer, Tx. 75644

We respectively submit a bid on a New Belarus 800 with a New 5' Terrain King Versa Hydraulic Mower.

Belarus 800 Specifications  
74.8 PTO HP  
ROPS

This will be a PTO mounted hydraulic drive pump  
See attached brochure for tractor specifications

5' Terrain King Versa Hydraulic Mower Specifications  
See attached brochure

45 Day Delivery or Sooner

Price - \$16,900.00

UPSHUR COUNTY FORD TRACTOR

Toney G. Putman  
President

FILED  
REX A. SHAW  
COUNTY CLERK  
1987 NOV 16 AM 9:36  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
LEPITY

AFFIDAVIT TO  
UPSHUR COUNTY

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary or other Agent or officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

Name of Bidder Upshur County Ford Tractor

Signed by Toney G. Putman President  
(Sign name in writing) (Title)

Address: P.O. Box 1023 Hwy. 271 North Gilmer, Tx. 75644  
(Zip Code)

Telephone No. 214-797-2736 Date 11/14/87

AFFIDAVIT

STATE OF TEXAS  
COUNTY OF

Before me the undersigned authority on this the 14th  
day of November 4, 19 87, personally appeared  
Toney G. Putman who being duly  
sworn deposes and says that he signed the above instrument  
for the purposes and considerations herein expressed.

(SEAL)

Jane Burr Jane Burr  
Notary Public in and for Upshur County, Texas  
My commission expires 6/9/91

Note: Bids not notarized will not be considered.

DIVISION ORDER

November 1, 1987

Operator: American Exploration Company  
 Unit Name: Clemens #1 and #2 Unit  
 Well Name:  
 Division Order No: 4010101  
 Lease No: 401 0001 01 et al  
 Prospect: Pitts  
Upshur County, TX

American Exploration Company  
 2100 Republic Bank Center  
 700 Louisiana  
 Houston, Texas 77002

Each of the undersigned owners, severally and not jointly, guarantee and warrant that they are the legal owner in the proportions set out below of proceeds of gas and/or oil sold or used from Clemens #1 and #2 Unit located in Upshur County State of Texas described as:

691.60 acres of the A. Lumbrera Survey, Abstract 3, more fully described in the Homer Clemens Pooled Gas Unit Designation, dated August 28, 1968, recorded in Volume 118, Page 39, Oil and Gas Lease Records of Upshur County, Texas.

as commencing at 7:00 a.m. July 1, 1987 and until further written notice, you are hereby authorized to give credit for all proceeds derived from the sale of gas from said property and for the oil produced therefrom subject to the conditions, covenants and directions set out below.

See Attached

The following covenants are also a part of this division order, and shall be binding on the undersigned, their successors, representatives, heirs and assigns:

1. In making settlements for the interest of the undersigned in the proceeds from the sale of gas, you are authorized: (1) when and if the sale is made in the field to use the net proceeds received; (2) when and if the sale of gas is made other than in the field to use the market value at the wells; which is defined as the remainder of the proceeds received from the sale of gas whenever sold after having deducted therefrom a fair and reasonable charge for gathering transporting, compressing and otherwise making merchantable such gas.

The gas shall be measured by a meter in the customary manner. The basis for determining the quantity of gas sold shall embrace all the factors customarily used in measuring and determining the quantity of gas. Payment shall be made on gas produced, saved and sold, but not on gas used in operations under the terms of the lease or for fuel in compressing, dehydrating, treating or processing gas hereunder, or which is lost in handling, or which is injected into a formation or formations underlying the property as above described. Gas not sold, but used otherwise than as above provided shall be paid for at the market value at the wells, as above defined.

2. In the event gas is processed in a plant in or near the field for the extraction of liquid hydrocarbons, then notwithstanding the definition of oil and gas below and in lieu thereof, gas shall include condensate if and to the extent such is processed and all other fluid (both liquid and gaseous) hydrocarbons contained in such gas and to such extent shall not be considered oil hereunder. The value of such gas hereunder shall be the sum of (1) the proceeds derived from the sale of such liquids, if sold at the plant, or the market value thereof at the plant when not sold at the plant, computed on the basis of weighted average sales price of like liquid hydrocarbons, if and when there are sales at the plant plus (2) the proceeds derived from the sale of residue gas remaining after processing the gas, including collecting, dehydrating, compressing or otherwise treating same. If such gas should be processed in such a plant not owned or operated by you the cost of such processing shall be the amount charged and paid therefor by you, whether payable in money or as a percentage of liquid hydrocarbons recovered or otherwise paid.

3. You are hereby authorized to deliver the oil directly to a purchaser and accept payment therefor on behalf of the undersigned. When you deliver the oil of the undersigned directly to a purchaser accepting delivery thereof at the outlet of the lease tanks or at the Outlet of Lease Automatic Custody Transfer (LACT) facilities, payment to the undersigned shall be based on the same per-barrel (42 U.S. standard gallons) price received by you for such oil and upon the volume computation made by such purchaser. Should it become necessary to transport the oil received hereunder, by any method other than pipeline, you are authorized to deduct from the payments made hereunder the cost of such transportation, including any taxes applicable thereto.

4. In the event that all or any part of the above-described property may be included in one or more pools or units duly authorized by the interest owners, or formed or revised by the duly authorized governmental agency having or asserting jurisdiction thereof in the State where the property is situated, then the provisions of this division order shall attach to that portion of the total production from the pool or unit which is allocated to the property covered thereby, and such portion shall be deemed hereunder to have been actually produced from the above described property.

5. Payment hereunder shall be made by monthly check or draft mailed or delivered to the party entitled thereto according to the division of interest shown herein within thirty (30) days after the last day of the month during which you received all proceeds derived from the sale of gas covered by this division order and payment for the oil delivered hereunder, provided, however, it is agreed that should the proceeds accruing to any such interest hereunder for any one month amount to less than Twenty-five Dollars (\$25.00), you may, at your option, hold and accumulate such proceeds and proceeds for subsequent months, without interest, until the first settlement date when the amounts withheld total as much as Twenty-five Dollars (\$25.00), but with the qualification that such accumulated proceeds regardless of amount shall be paid in the month of December of each year.

6. You are hereby authorized, as may be required, to withhold from the proceeds accruing hereunder to any owner the amount of any severance, production, occupation, or other tax, levied by or under authority of the laws of the State in which the property is situated or the United States against him for and on account of said interest, and to pay such tax or taxes with the withheld proceeds.

7. Each of the undersigned owners of a royalty interest in the above-described property recognizes as valid and subsisting and in full force and effect all oil and gas leases of record held by the herein named working interest owners, which cover his interest in said property as well as the above-mentioned pooled unit (if this division order covers a unit) and the same are hereby adopted, ratified and confirmed.

8. The word "oil" as used herein shall mean crude petroleum and other liquid hydrocarbons including condensate, and the word "gas" shall mean the proceeds from gas including casinghead gas and all other gaseous substances.

9. Satisfactory evidence of title will be furnished you at any time on demand, and we agree that you may withhold payment without interest until any defect, dispute or question of title is corrected or removed to your satisfaction. You will not be responsible for any change of ownership in the absence of actual notice and satisfactory proof thereof. You are hereby relieved of any responsibility for determining when any money or other payments payable from interest herein set forth, has been satisfied or discharged and the undersigned, whose interests are affected by such money or other payments, agree to give written notice to you of the satisfaction or discharge of such money or other payments, and to hold you harmless from any and all loss, cost, expense or damage that may result, either directly or indirectly, from any overpayment in the absence of such written notice.

This division order shall become valid and binding upon each of the undersigned owners, his successors legal representatives and assigns, when signed by him regardless of whether or not any other owner signs.

Witnesses

Bobbie Johnson  
Bobbie Johnson  
Mary Rose Cox  
Mary Rose Cox

Owners

Everett Dean  
Everett Dean, County Judge,  
Upshur County, Texas  
P.O. Box 790  
(Address)

Gilmer, Texas 75644

75-6001187  
SS or Tax Account No.  
November 12, 1987  
(Date)

VOL 30 PG 540

ATTACHED TO AND MADE PART OF OIL AND GAS DIVISION ORDER EFFECTIVE  
JULY 1, 1987, COVERING THE CLEMENS GAS UNIT, UPSHUR COUNTY, TEXAS  
AFTER PAYOUT -- 4010101

OWNER NUMBER	NAME AND ADDRESS	INTEREST	TYPE
06315	UPSHUR COUNTY COUNTY TREASURER P. O. BOX 730 GILMER, TX 75644	0.00798080	RI
06316	SHENANDOAH SUSPENSE OWNERS	0.00059120	NRI
06317	EVELYN BRYANT 410 SE SENECA, APT. J BARTLESVILLE, OK 74003	0.00131700	RI
06318	J. F. MILLS 563 CLAYTON GRAND PRAIRIE, TX 75052	0.00197560	RI
06319	RICHARD N. ROBERTSON II P.O. BOX 775 NEW IBERIA, LA 70560	0.00197560	RI
06320	GERALD D. STANLEY 6008 N.W. 30TH STREET BETHANY, OK 73008	0.00065860	RI
06321	FRANCES ALBAN 717 MISSISSIPPI AVE. APT 49-E COLUMBIA, MS 39429	0.00065860	RI
06322	HOLLIE G. MCCLAIN P. O. BOX 670 GILMER, TX 75644	0.00131700	RI
06323	ANNIE LEE ROBERTS ONE PRESTON CENTRE, SUITE 580 8222 DOUGLAS AVE. DALLAS, TX 75225	0.00007350	ORRI
06415	LAURA B. LINDSEY GADDIS & SALLIE LINDSEY P. O. BOX 188 GILMER, TX 75644	0.00037240	RI
06324	TESSIE MAE LEWIS ODESSA HART PRECIOUS TURNER AND GLADYS TURNER P. O. BOX 313 GILMER, TX 75644	0.00019710	RI
06325	VERNON SANDERS BOX 445 GILMER, TX 75644	0.00093370	ORRI
06326	QUENTIN PRITCHETT ROUTE 4 GILMER, TX 75644	0.00029550	RI
06327	FINA OIL & GAS INC. ATTN: JIMMY L. SMITH P. O. BOX 2159 DALLAS, TX 75221	0.00312781	ORRI

ATTACHED TO AND MADE PART OF OIL AND GAS DIVISION ORDER EFFECTIVE  
 JULY 1, 1987, COVERING THE CLEMENS GAS UNIT, UPSHUR COUNTY, TEXAS  
 AFTER PAYOUT -- 4010101

OWNER NUMBER	NAME AND ADDRESS	INTEREST	TYPE
06328	ARKLA EXPLORATION CO. AEC-REVENUE ACCOUNTING P. O. BOX 654 SHREVEPORT, LA 71162	0.01101870	ORRI
06329	FRANCIS F. BEAVERS TRAVIS BEAVERS ROUTE 12, BOX 154-A LONGVIEW, TX 75605	0.00125130	RI
06330	JAMES F. BLAND P. O. BOX 77 GREENVILLE, TX 75401	0.00658550	RI
06331	CITIZENS FIRST NATIONAL BANK OF TYLER TR. OF RETIREMENT TRUST NO. 234 TYLER, TX 75701	0.01327630	ORRI
06332	MILDRED CLY, INDEPENDENT EXECUTRIX ESTATE OF WAYNE C. CLY BOX 521 GILMER, TX 75644	0.00064040	RI
06333	CRANFILL H. COX, SR. BOX 190 GILMER, TX 75644	0.00167300	RI
06334	CRANFILL H. COX, JR. BOX 190 GILMER, TX 75644	0.00167300	RI
06335	WILLIAM A. CUSTARD 3703 CRESCENT AVENUE DALLAS, TX 75205	0.04846960	NRI
06336	M J DELANEY COMPANY 2100 LTV TOWER 1525 ELM STREET DALLAS, TX 75201	0.00079310	ORRI
06337	DONALD A. FOSHEE 1803 KENSINGTON DR. TYLER, TX 75703	0.00125130	RI
06338	JACK N. FOSHEE ROUTE 3, BOX 64 GARRISON, TX 75946	0.00125130	RI
06339	ROBERT P. FOSHEE 1625 WALNUT STREET NACOGDOCHES, TX 75961	0.00125130	RI
06340	JAMES MERLE FREE P. O. BOX 503 DELHI, LA 71232	0.00023520	RI

VOL 30 PG 542

ATTACHED TO AND MADE PART OF OIL AND GAS DIVISION ORDER EFFECTIVE  
JULY 1, 1987, COVERING THE CLEMENS GAS UNIT, UPSHUR COUNTY, TEXAS  
AFTER PAYOUT -- 4010101

OWNER NUMBER	NAME AND ADDRESS	INTEREST	TYPE
06341	HARRY L. FREE 1161 SILVER LAKE DRIVE GRAPEVINE, TX 76051	0.00023520	RI
06342	H. J. FREE, JR. ROUTE #2, BOX 630 BIG SANDY, TX 75755	0.00023520	RI
06343	FRED M. GARRETT 618 FAIR FOUNDATION BLDG. TYLER, TX 75702	0.00134380	ORRI
06344	GILMER INDEPENDENT SCHOOL DISTRICT TRINITY & WARREN STS P. O. DRAWER 40 GILMER, TX 75644	0.00794380	RI
06345	GILMER INDUSTRIAL FOUNDATION BOX 520 GILMER, TX 75644	0.01529510	RI
06346	H. LEON HERRING 409 VALENCIA DRIVE GARLAND, TX 75041	0.00269720	RI
06347	MYRTIS HERRING BOX 325 GILMER, TX 75644	0.00107890	RI
06414	MARIE HOGG BOX 396 GILMER, TX 75644	0.00390160	RI
06348	MARGUERITE FREE HOLLIS P. O. BOX 805 MALAKOFF, TX 75148	0.00023520	RI
06349	GILMER HOUSING AUTHORITY P. O. BOX 397 GILMER, TX 75644	0.00122660	RI
06351	J. L. JOHNS SARAH JOHNS ROUTE 3, BOX 353 GILMER, TX 75644	0.00234500	RI
06352	BETTY RUTH KNOTT P. O. BOX 273 ANACOCO, LA 71403	0.00023530	RI
06353	FRANK C. KNOTT JEWELL KNOTT ROUTE 3, BOX 794 GILMER, TX 75644	0.00019710	RI
06354	DON O. KNUTSON BOX 179 MARSHALL, TX 75670	0.00041230	ORRI

ATTACHED TO AND MADE PART OF OIL AND GAS DIVISION ORDER EFFECTIVE  
 JULY 1, 1987, COVERING THE CLEMENS GAS UNIT, UPSHUR COUNTY, TEXAS  
 AFTER PAYOUT -- 4010101

OWNER NUMBER	NAME AND ADDRESS	INTEREST	TYPE
06355	JAMES D. KOLB 3335 POLLARD TYLER, TX 75701	0.00268750	ORRI
06356	GERALDINE FREE LEE 7117 TEJAS BAYTOWN, TX 77521	0.00023530	RI
06357	TALTON LEWIS TESSIE MAE LEWIS BOX 313 GILMER, TX 75644	0.00073900	RI
06358	ROY F. MEAD, JR. MARY MEAD 2852 EAST 35TH STREET TULSA, OK 74105	0.00125130	RI
06359	MARY FREE CHANCE ROUTE 1, BOX 492 ANACOCO, LA 71403	0.00023530	RI
06361	J. R. PICKETT ROUTE 3, BOX 804 GILMER, TX 75644	0.00090840	RI
06362	L. FRANK PITTS 500 MEADOWS BLDG. 5646 MILTON DALLAS, TX 75206	0.04846960	NRI
06363	SHELBY D. PITTS 500 MEADOWS BUILDING DALLAS, TX 75206	0.01211740	NRI
06364	W. L. PROCTOR MARGARET PROCTOR 634 WEST HUNTINGTON DRIVE #10 ARCADIA, CA 91006	0.00907440	RI
06365	ANNIE ROBERTS & FIRST NATIONAL BANK IN DALLAS CO-TRUSTEES FOR S.G. ROBERTS P. O. BOX 84738 DALLAS, TX 75284	0.00007340	ORI
06366	SCHLENSKER DRILLING CORP. P. O. BOX 1330 RICHARDSON, TX 75080	0.01876364	NRI
06367	ALICE SNIDER 804 BERGSTROM PLACE MARSHALL, TX 75670	0.00041230	ORI
06368	CHARLES J. SNIDER 27 GLENWOOD DRIVE GILMER, TX 75644	0.00041230	ORI

VOL 30 PG 244

ATTACHED TO AND MADE PART OF OIL AND GAS DIVISION ORDER EFFECTIVE  
JULY 1, 1987, COVERING THE CLEMENS GAS UNIT, UPSHUR COUNTY, TEXAS  
AFTER PAYOUT -- 4010101

OWNER NUMBER	NAME AND ADDRESS	INTEREST	TYPE
06369	ELLIOTT SNIDER P. O. BOX 2303 LONGVIEW, TX 75601	0.00041230	ORI
06370	JOE A. SNIDER 1608 WILLOWVIEW LONGVIEW, TX 75604	0.00041230	ORI
06371	ROSE SNIDER HOLCOMB BOX 627 GILMER, TX 75644	0.00041230	ORI
06372	RONALD L. SNIDER BOX 714 MARSHALL, TX 75670	0.00041230	ORI
06373	JOHNNIE LOU SORRELLS 1019 BLEDSOE STREET GILMER, TX 75644	0.00184540	RI
06374	JOHNNIE LOU SORRELLS & SUNSET MEMORIAL PARK, INC. 313 NORTH WOOD ST. GILMER, TX 75644	0.00051430	RI
06375	SOUTHWESTERN ELECTRIC POWER CO. BOX 1106 SHREVEPORT, LA 71102	0.00106705	RI
06376	ST. LOUIS SOUTHWESTERN RAILWAY CO. 3 BRAVO OIL COMPANY P. O. BOX 71118 CHICAGO, IL 60694	0.00107140	RI
06377	R. L. TAYLOR AGENCY #10710-00 REPUBLIC NATIONAL BANK OF DALLAS TR OIL & GAS AGENCY #1071000 P. O. BOX 241 DALLAS, TX 75221	0.00014690	ORI
06378	JAMES K. WADE 12201 MERIT DRIVE SUITE 1000 DALLAS, TX 75251	0.00169910	ORI
06379	FLORENCE UNEVE WILI. BOX 222 MARBLE FALLS, TX 78654	0.00242750	RI
06380	ROSALIE H. ZIMMERMAN 6006 BALCONES #5 EL PASO, TX 69912	0.00242750	RI
06381	ALVRONE SATER P. O. BOX 2509 EVANSVILLE, IN 47714	0.00001158	ORI

ATTACHED TO AND MADE PART OF OIL AND GAS DIVISION ORDER EFFECTIVE  
 JULY 1, 1987, COVERING THE CLEMENS GAS UNIT, UPSHUR COUNTY, TEXAS  
 AFTER PAYOUT -- 4010101

OWNER NUMBER	NAME AND ADDRESS	INTEREST	TYPE
06382	ROBERT J. PHILLIPS P. O. BOX 6515 TYLER, TX 75711	0.00134380	ORI
06383	MOZELLE FREE P. O. BOX 5258 ABILENE, TX 79608	0.00041163	RI
06384	ALTON BOYCE FREE P. O. BOX 7065 FORT WORTH, TX 76111	0.00030872	RI
06385	LINDA MARIE BEDWELL P. O. BOX 5702 ABILENE, TX 79608	0.00030872	RI
06386	CHARLES ALFORD FREE P. O. BOX 6290 ABILENE, TX 79608	0.00030872	RI
06387	WELDON BARNETT FREE ROUTE 1, BOX 101 SEDGWICK, KS 67135	0.00030871	RI
06388	JACK C. PYLE ROUTE 3, BOX 29 KILGORE, TX 75662	0.00581310	NRI
06389	EXXON COMPANY USA ATTN: GAS ACCT P.O. BOX 1547 HOUSTON, TX 77001	0.13529940	NRI
06391	JAMES C. TRIMBLE 711 MERCANTILE DALLAS BLDG. DALLAS, TX 75201	0.00001152	ORI
06392	M. B. RUDMAN 1700 PACIFIC AVE. 4700 FIRST CITY CT DALLAS, TX 75201	0.00005145	ORI
06393	M. B. RUDMAN TRUST U/W OF I. RUDMAN M. B. TRUSTEE 1700 PACIFIC AVENUE 4700 FST CTY CT DALLAS, TX 75201	0.00005659	ORI
06394	ALVRONE SATER TRUST U/W OF I RUDMAN ALVRONE SATER TRUSTEE P. O. BOX 2509 EVANSVILLE, IN 47714	0.00003473	ORI
06395	SHERRAL GOODWIN 711 MERCANTILE DALLAS BLDG. DALLAS, TX 75201	0.00001152	ORI

ATTACHED TO AND MADE PART OF OIL AND GAS DIVISION ORDER EFFECTIVE  
 JULY 1, 1987, COVERING THE CLEMENS GAS UNIT, UPSHUR COUNTY, TEXAS  
 AFTER PAYOUT -- 4010101

OWNER NUMBER	NAME AND ADDRESS	INTEREST	TYPE
06396	T. F. SCHROEDER 10450 CARRYBACK CIRCLE DALLAS, TX 75229	0.00001152	ORI
06397	ALVRONE SATER ALVRONE SATER TRUST J P. O. BOX 2509 EVANSVILLE, IN 47714	0.00005145	ORI
06398	LUCY CLEMENS ROUTE 8, BOX 998 GILMER, TX 75644	0.02160795	RI
06399	C. WAYNE CLEMENS ROUTE 8, BOX 997 GILMER, TX 75644	0.01080397	RI
06400	KENNETH E. CLEMENS ROUTE 8, BOX 998 GILMER, TX 75644	0.01080398	RI
06401	FLORIDA EXPLORATION COMPANY P. O. BOX 100259 HOUSTON, TX 77212	0.00117510	ORI
06402	BILL HARRISON P. O. BOX 249 GILMER, TX 75644	0.00106705	RI
06403	THE MCBEE COMPANY 3738 OAK LAWN AVE L B 200 DALLAS, TX 75219	0.00105760	ORI
06404	UNION TEXAS EXPLORATION CORP. P. O. BOX 2120 HOUSTON, TX 77252	0.00117510	ORI
04458	KAISER-FRANCIS OIL CO. SECTION 6500 P. O. BOX 26960 OKLAHOMA CITY, OK 73196	0.00272994	ORI
06406	FINA OIL & CHEMICAL ATTN: CASHIER DEPT. P. O. BOX 2159 DALLAS, TX 75221	0.00003159	ORI
06407	LETA BROOKS BOX 844 GILMER, TX 75644	0.00266770	RI
06408	MILDRED J. WAUGH R. H. WILLS JR. BANK OF OKLAHOMA NA TRUSTEES U/W/O GEORGE F. COLLINS JR P. O. BOX 1588 TULSA, OK 74112	0.00266580	NRI

ATTACHED TO AND MADE PART OF OIL AND GAS DIVISION ORDER EFFECTIVE  
 JULY 1, 1987, COVERING THE CLEMENS GAS UNIT, UPSHUR COUNTY, TEXAS  
 AFTER PAYOUT -- 4010101

OWNER NUMBER	NAME AND ADDRESS	INTEREST	TYPE
06409	RBC EXPLORATION COMPANY P. O. BOX 52586 TULSA, OK 74152	0.00622020	NRI
06405	MARJORIE C. PRESLEY 212 CRESCENT LONGVIEW, TX 75602	0.00107890 0.00047200	RI ORI
06410	DOROTHY COE NELSON 517 MARY GILMER, TX 75644	0.00107890 0.00047200	RI ORI
06411	JUANITA N. POLLARD P. O. BOX 728 MEXIA, TX 76667	0.00098780	RI
06412	BILLIE F. POLLARD 909 SOUTH ROSS MEXIA, TX 76667	0.00098780	RI
06413	H. S. BENNETT P. O. BOX 1401 DALLAS, TX 75221	0.00039490	ORI
49999	BALANCING	0.00425190	
	AMERICAN EXPLORATION COMPANY	0.52747176 ----- 1.00000000	NRI

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1  
DATE Nov. 9, 1987

Formal notice is hereby given that Jewel C. Humohrev  
whose principal address is 212 E. Rowe, Longview, TX 75601  
does propose to place a culvert installation  
within the ROW of County Road Christi Road  
as follows:

663-1760

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 \_\_\_\_\_



APPLICATION FOR FILLING ABANDONED WELL

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

RE: Abandoned well owned by Nancy Lucas,  
P.O. Box 943, Big Sandy, Texas (2 Wells)  
214-636-4626  
on Off FM 2911 road.

Gentlemen:

Due to health as well as safety hazards, we request that an abandoned well be filled as soon as possible.

Respectfully yours,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRECINCT 3  
DATE Nov. 11, 1987

APPROVED X REJECTED \_\_\_\_\_

*Everett Dean*  
EVERETT DEAN, COUNTY JUDGE

\_\_\_\_\_  
GADDIS LINDSEY, COMMISSIONER 1

\_\_\_\_\_  
BILL LOGGINS, COMMISSIONER 2

*David Loyd*  
DAVID LOYD, COMMISSIONER 3

*Tommy Batherton*  
TOMMY BATHERTON, COMMISSIONER 4

11-12-87

Dear Commissioners,

My mother-in-law, Mrs. Leonard Lucas, lives at the first house on the left west of Clinton Cemetery on S. W. 2911 in Big Sandy. She has two old water wells on her property that we would like to have filled in. One is coming in around it and getting very dangerous. We would appreciate it very much if you could fill these in for her. If it is possible, please call me at 636-4626 so that I can be sure someone will be there to show you where they are. Thank you for your consideration in this matter.

Sincerely,  
Mrs. Steve Lucas

David

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT # 2  
DATE 11-13-87

Formal notice is hereby given that Henry C. of  
whose principal address is Rt. 6 Box 544 Gilmer, TX 75644  
does propose to place a Culvert  
within the ROW of County Road Aster Rd.  
as follows:

762-6141

The location and description of the proposed lines or  
appertences 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 Henry C. Cox

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

*[Handwritten signature]*

