



UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

May 16, 1977

Commissioners Court met in special session with Bernice Nobles, J. W. Meadows, Floyd Drennan, Charles Still, and Judge Everett Dean present.

Judge Dean read the minutes of the May 2, 1977 meeting. A motion was made by J. W. Meadows, seconded by Bernice Nobles to approve the minutes as read. Motion carried.

Judge Dean read the minutes of the May 9, 1977 meeting. A motion was made by Charles Still, seconded by J. W. Meadows to approve the minutes as read with a correction on the approval of third year funding for the Juvenile Probation Department. Motion carried.

A motion was made by Bernice Nobles, seconded by J. W. Meadows to approve a permit application from Robert F. Blackmon to place a driveway culvert and a water line on the ROW of county road, Owl Lane. Motion carried. (Copy attached).

A motion was made by Charles Still, seconded by Floyd Drennan to approve a permit application from Ken Bowman to place a driveway culvert on ROW of county road, White Pine Road. Motion carried. (Copy attached).

A motion was made by Floyd Drennan, seconded by J. W. Meadows to approve a Special Road Use Agreement Contract between the Upshur County Commissioner of Precinct No. 4, and the Texas Oil and Gas Corporation for the use of a portion of Upshur County roads located west of Rosewood. Motion carried. (Copy attached).

A motion was made by Charles Still, seconded by Floyd Drennan for Judge Everett Dean to write a letter to HUDCO requesting information on the various CETA projects. Motion carried.

A motion was made by J. W. Meadows, seconded by Bernice Nobles to approve the unpaid bills. Motion carried.

A motion was made by J. W. Meadows, seconded by Bernice Nobles to adjourn. Motion carried.

_____	<u>Charles L. Still</u>
<u>Bernice Nobles</u>	<u>Floyd Drennan</u>
<u>J. W. Meadows</u>	_____

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date 5-10-77

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

Formal notice is hereby given that Robert F. Blackman
whose principal address is Rte 1 Box 83
does propose to place a Diana, Texas 75640 ^{PRIVATE} CULVERT
within the ROW of County Road OWL LANE
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__.

FIRM: _____

TITLE: _____

ADDRESS: _____

Approved
5-16-77

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PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date 5-10-77

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

Formal notice is hereby given that Robert J. Blackmer
whose principal address is Rte 1, Box 83

does propose to place a Diana Texas 756402 ^{WATER} _{LINE}
within the ROW of County Road Rink Lane
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__.

FIRM: _____

TITLE: _____

ADDRESS: _____

Approved
5-10-77

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date May 16 1977

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

Formal notice is hereby given that Ken Bowman
whose principal address is R 2 Box 56-A Big Sandy, Tex. 75755
does propose to place a Driveway Culvert
within the ROW of County Road White Pine Rd
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__.

FIRM: _____

TITLE: _____

ADDRESS: _____

ap R. 5-16-77

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Texas Oil & Gas Corp.
P. O. Drawer 669
Gilmer, Texas 75644
797-2727

SPECIAL ROAD USE AGREEMENT CONTRACT

LEARD NO. 1, WELL NO. 1

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

The undersigned, TEXAS OIL & GAS CORP., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 4, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 4, over which Commissioner has jurisdiction and obligation to maintain in good repair and both parties being aware of possible damage to said roads as a result of hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of (describe road) West of Rosewood approx. 1 1/4 mi., turn so. on cutoff road for approx. 500' to Arrowood Road, ea. on Arrowood for approx. 1000', and south on Cedar Road approx. 1/2 mile. Turn west into location.

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 oil field equipment from its lands located in Precinct No. 4, Upshur County.

4.

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

5.

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

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S. are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

WITNESS our hands this the 10th day of May,
A.D. 19 77.

TEXAS OIL & GAS CORP.

By: [Signature]
FIRST PARTY (Bill H. Thompson)

[Signature]
COUNTY JUDGE

[Signature]
COMMISSIONER #1

[Signature]
COMMISSIONER #2

[Signature]
COMMISSIONER #3

[Signature]
COMMISSIONER #4