

UPSHUR COUNTY COMMISSIONERS COURT

BILMER. TEXAS

COMMISSIONERS COURT SPECIAL SESSION DECEMBER 23,1994 9:00 AM

Approve minutes of the previous meeting.

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

Approve payroll changes.

Approve payment of the bills now due.

Appoint Ann Stevens to the Child Protective Board.

Approve issuing December payroll checks.

Advertise to sell a diesel tank, air compressor, a one ton truck and a Gradall for Pct. 1 and 2.



Everett Dean County Judge



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

12-23-1994

Commissioners Court met in Special Session. All members present.

Motion by Tommy Eatherton seconded by David Loyd to approve minutes of previous meeting dated 12-12-1994. Motion carried.

Motion by Tommy Eatherton seconded by David Lcyd to approve Special Road Use Agreement Contract submitted by Earnest Redfearn to haul logs from FM 852 to Buffalo Road. Motion carried. Copy attached.

Motion by David Loyd seconded by Tommy Eatherton to approve Special Road Use Agreement Contract submitted by Johnson Timber Co. to haul logs on Red Maple to FM 1795. Motion carried. Copy attached.

Motion by Tommy Eatherton seconded by David Loyd to approve Special Road Use Agreement Contract submitted by Nolen Construction to haul equipment on unnnamed county road off FM 1795, third road to right after turning off 154. Motion carried. Copy attached.

Motion by Tommy Eatherton seconded by David Loyd to approve Special Road Use Agreement Contract submitted by Weyerhauser to haul logs on Giraffe Road 1 mile North of F.M. 852. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve Special Road Use Agreement submitted by Ted Davis Timber to haul logs on Hwy 154 on Bob White about 1 mile. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve Special Road Use Agreement Contract submitted by Lasco, Inc. to haul logs on North Point Pleasant Road and Fir. Motion carried. Copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve Special Road Use Agreement submitted by Weyerhauser to haul logs on Begonia Road from intersection of Hwy 155 to Scott Road, Scott Road to the end where private road begins, Note only 2/10's of Scott Road is oil top-restis iron ore. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by David Loyd to approve Permit Application submitted by GTE to bury a cable along the east ROW of North Phillip Springs north of Cannon Street to intersection of Willow Oak Road and N. Phillip Springs Road. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve payment of bills now due. Motion carried. Copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve placing Jury Selection System into minutes. Motion carried. Copy attached.

Motion by David Loyd seconded by Gaddis Lindsey to approve appointment of Ann Stevens to Child Protective Board. Motion carried.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve advertising for bids to sell a diesel tank, air compressor, a one ton truck and a gradall for Precint 1 and 2. Bids to be opened January 23, 1995. Motion carried

Motion by Gaddis Lindsey seconded by Tommy Eatherton to approve payroll register. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by David Loyd to adjourn. Motion carried.

Attendance Sheet placed into minutes.



UPSHUR COUNTY COMMISSIONERS COURT

JUDGE EVERETT DEAN

Jally Fundser

COMMISSIONER GADDIS LINDSEY

COMMISSIONER TOMMY STANLEY

COMMISSIONER DAVID LOYD

COMMISSIONER TOMMY EATHERTON

THE STATE OF TEXAS. X	IOW ALL MEN BY THESE PRESENTS
COUNTY OF UPSHUR X	
The undersigned Earnest Redfear referred to as First Party, agreement with Upshur County Commupshur County, Texas, and in order it is necessary to use a port located in Precinct No. 4, or jurisdiction and obligation to moth parties being aware of possible a result of hauling on and following agreement:	missioner of Precinct No, er to get material to market tion of Upshur County roads over which Commissioner has maintain in good repair, and ible damage to said roads as
1.	
First Party agrees to use only exact route, direction and miles	
FM 852 to Buffalo Road	
First Party agrees to use its not to block or interfere with o that said road will be open to times.	ther traffic on said road, so
First Party agrees to grade, m said road, using its own equip any needed, during the duration removing logs from No. 4, Upshur County.	ment, labor and materials, if
First Party agrees to put said condition as it was prior to operations on the part of First	the commencement of hauling
First Party agrees to POST SUF amount of \$ to Court to insure performance of a	RETY BOND or CASH BOND in the Upshur County Commissioner's agreement.
Nothing herein shall be consolered to the authority graduate v.A.C.S., but the rights at Commissioner by the terms of A expressly reserved by the Commissioner by the consolered by the consoler	ranted him by Article 6702-1, nd authority granted the rticle 6702-1, V.A.C.S., are issioner in the event First
First Party Signature	County Judge
Rt. 4 Box 380	Juddes Fundse
Street or Box	Commissioner 1
Texarkana, Ark. 75502	Jonn of Starle
City, State and Zip Code	Commissioner 2
501-653-2597	Man Tosel
Telephone	Commissioner 3
Timber Tract	Commissioner 4
12-22-94 Date Signed	Date Signed
Permit issued for a period	not to exceed go days.

the STATE OF TEXAS	A KNOM AT	L MEN BY THESE P	PESENTS
COUNTY OF UPSHUR		I HEN DI KILOB I	NEGUNIO
The undersigned JOh referred to as Fir agreement with Upshur Upshur County, Texas, it is necessary to located in Precinct jurisdiction and obl both parties being aw a result of haulin following agreement:	st Party, enter County Commission and in order to use a portion No. 3, over igation to maintaine of possible of	s into and mainer of Precinct of Precinct of get material to of Upshur County which Commission in good repatemage to said r	kes an No.3, market roads ner has ir, and oads as
First Party agrees exact route, direction Red Maple to FM1795	to use only the	at section of (denths)	lescribe
			
First Party agrees not to block or interthat said road will times.	rfere with other be open to trav	traffic on said a el by the public	road, so c at all
First Party agrees said road, using it: any needed, during removing logs No. 4, Upshur Coun	s own equipment, the duration of t from its l	labor and mater ime that First	ials, if Party is
First Party agrees condition as it wa operations on the pa	to put said roa s prior to the	commencement of	he same hauling
First Party agrees t amount of \$	o POST SURETY F to Upshi	ir County Commis	D in the sioner's
Nothing herein sha Commissioner of the V.A.C.S., but the Commissioner by the expressly reserved Party fails to abide	ll be construct authority granted rights and a terms of Article by the Commission	i him by Article authority grant e 6702-1, V.A.C. ner in the ever	e 6702-1, ced the ss., are nt First
Sirst Party Bignatur	Ou)_	County Judge	Weare_
Rt. 5 Box 182-H		Galdes of	Findie
Street or Box		Commissioner 1	for C
Kilgore, Tx. 7564		Commissioner 2	Xully
903-725-6946	()	X locall	(2)
Telephone		Commissioner 3	20/1
WElls		Jones Ca	the
Timber Tract		Commissioner 4	146 T
12-21-94 Date Signed		Date Signed	
Permit issued for	a novind	_	90 days
- ormic reduced IOI	a period not	to exceed	90 days₩ TAF
,			TY. 11
			45

THE STATE OF TEXAS X KNOW ALL MEN BY THESE PRESENTS COUNTY OF UPSHUR X Nolen Construction The undersigned Nolen Construction , hereinafter referred to as First Party, enters into and makes 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: First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Unnamed county road off FM 1795. third road to right after turning off 154. 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 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 kamayinghauling equipment from its lands located in Precinct No. 4, Upshur County. and gravel to build an oil field location. 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. First Party agrees to POST SURETY BOND or CASH BOND in the to Upshur County Commissioner's 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 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First the the Party fails to abide by the conditions above set forth First Party Signature Judge Box 7130 Street or Box Commissioner Longview, Tx. 75607 nmissioner City, State and Zip Code 903-758-5898 Telephone Commissioner Timber Tract Commissioner 12-21-94 Date Signed Date Signed Permit issued for a period 90 day to exceed not

	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF UPSHUR X	ANTON PLAN DE THOUS EMOUNTO
agreement with Upshur County Upshur County, Texas, and in it is necessary to use a located in Precinct No. 4 jurisdiction and obligation both parties being aware of	hise hereinafter ty, enters into and makes an Commissioner of Precinct No. 4, order to get material to market portion of Upshur County roads , over which Commissioner has to maintain in good repair, and possible damage to said roads as and over same, enter into the
First Party agrees to use exact route, direction and m	1. conly that section of (describe liles in tenths) e Nor th of F. M. 852.
not to block or interfere wi	its vehicles in such a manner as ith other traffic on said road, so en to travel by the public at all
said road, using its own eany needed, during the dura	3. de, maintain and otherwise repair equipment, labor and materials, if ation of time that First Party is from its lands located in Precinct
First Party agrees to put condition as it was prior operations on the part of F	_
First Party agrees to POST amount of \$	
Commissioner of the authorival.C.S., but the right Commissioner by the terms expressly reserved by the	construed as a waiver by the ty granted him by Article 6702-1, s and authority granted the of Article 6702-1, V.A.C.S., are Commissioner in the event First conditions above set forth.
First Party Signature	County Judge Lucks
Street or Box	Commissioner P
City, State and Zip Code	Commissioner
Telephone	Commissioner 3
Timber Tract	Commissioner 4 S R CR
2-15-94 Date Signed	Date Signed
<u>.</u>	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Road Las signific	cant damage from other 7

THE STATE OF TEXAS . X
COUNTY OF UPSHUR X
The undersigned Ted Davis Timber , 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 exact route, direction and miles in tenths)
Hwy 154 on Bob White about I mile.
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. 1, Upshur County.
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 or CASH BOND in the amount of \$ to Upshur County Commissioner's 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 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.
Mittel Pasters won Theiritt Com
First Party Signature County Judge
Rt. 1. Box 185 Saddis Findse
Street or Box Commissioner 1
Texarkana, Tx. 75557
City, State and Zip Code Commissioner 2
903-796-0217
Telephone Commissioner 3
Thurman Martin Timber Tract Commissioner 4
Date Signed Date Signed Date Signed Date Signed
Permit issued for a period not to exceed 90 days.

THE STATE OF TEXAS

KNOW ALL MEN BY, THESE PRESENTS

COUNTY OF UPSHUR

Lasco, Inc. hereinafter The undersigned 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:

First Party agrees to use only that section of (describe exact route, direction and miles in tenths) North Point Pleasant Rd. and Fir

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 from its lands located in Precinct No. 1, Upshur County.

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.

First Party agrees to POST SURETY BOND in the amount of \$ to Upshur County Commissioner's 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.

First Party Signature

Box 1122 Street or Box

Gilmer, Tx.
City, State and Zip Code

843-2457

Telephone

Phillips Timber Tract

12-20-94 Date Signed

LUNT County Judge

Commissioner

Commissioner

Date Signed

Permit issued for a period not to exceed 90 days.

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THE STATE OF TEXAS §

COUNTY OF UPSHUR §

KNOW ALL MEN BY, THESE PRESENTS

First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Regarda RA from Intersection of

HWY 155 to Scott Rd. @ Snott Rd to the end where Private Rd

Begins: Note only 2/10's of Scott Rd.is oil top - restis

iron ore

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.

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

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.

First Party agrees to POST SURETY BOND in the amount of \$
to Upshur County Commissioner's Court to insure performance of agreement.

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.

First Party Signature

H.C.74 Box bo Street or Box

Wright City OK 74766 City, State and Zip Code

405/981-1506 Telephone

Purchased from Jin Ward Timber Tract

12-19-94 Date Signed County Judge

Commissioner

Commissioner

Commissioner

Commissioner

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
COURT / CIT RN
94 DEC 23 AM 9: 42
UPSHER CUPHE, TX.
BY

GIE

GTE Telephone Operations Central Area

94 DEC 23 11. 9: 41

December 21, 1994

4200 Stone Road Kilgore, Texas 75662

The Honorable Commissioners Court County of Upshur Gilmer, Texas 75644

ROW 2 - Upshur County - Gladewater - 3P001CD. AI-RH:bc

Formal notice is hereby given that GTE Central proposes to place a buried telephone cable along the right-of-way of a Upshur County Road.

Attached are three copies of Form ED-135, "Notice of Proposed Installation Burned Cable," with sketches showing in detail a more exact location of this proposed construction. The new cable to be placed within the right-of-way at all locations possible, and at a minimum depth of 30 inches.

GTE Central agrees to assume liability for any damage to the roadway and/or right-of-way which may be caused from this construction.

In the event subsequent construction in connection with the repair, widening or improvement of the present roadway may require the lowering, revamping or relocation of the cable, GTE Central will bear all the expense of such lowering, revamping or relocation of the facilities.

If additional information is required, please notify me:

Ron Herron, Senior Engineer GTE Central 4200 Stone Road Kilgore, Texas 75662 903-983-4911

In Herron 1k
Ron Herron

Ron Herron Senior Engineer

Att

GTE Service Corporation/A part of GTE Corporation

90C 800647 ED-135 (REV.1, 88) VOL 43 PG 214

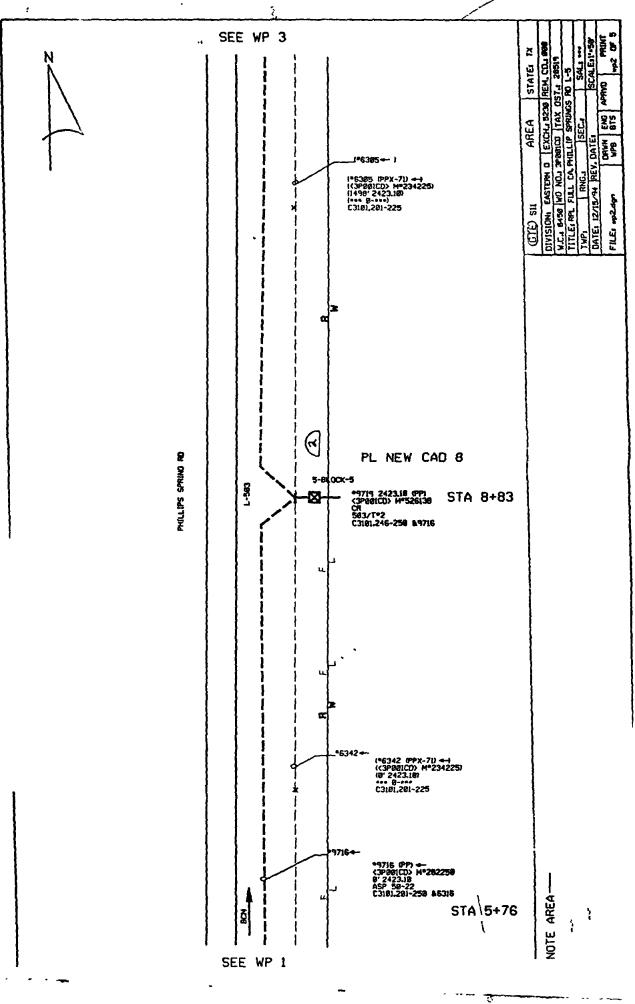
GTE Southwest Incorporated

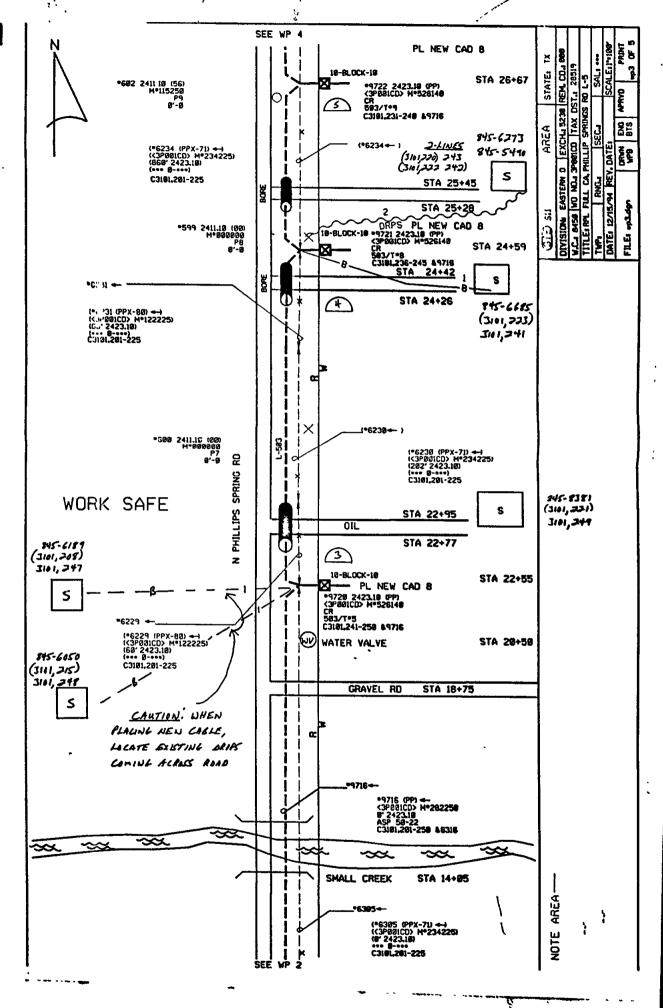
NOTICE OF COMMUNICATION LINE INSTALLATION

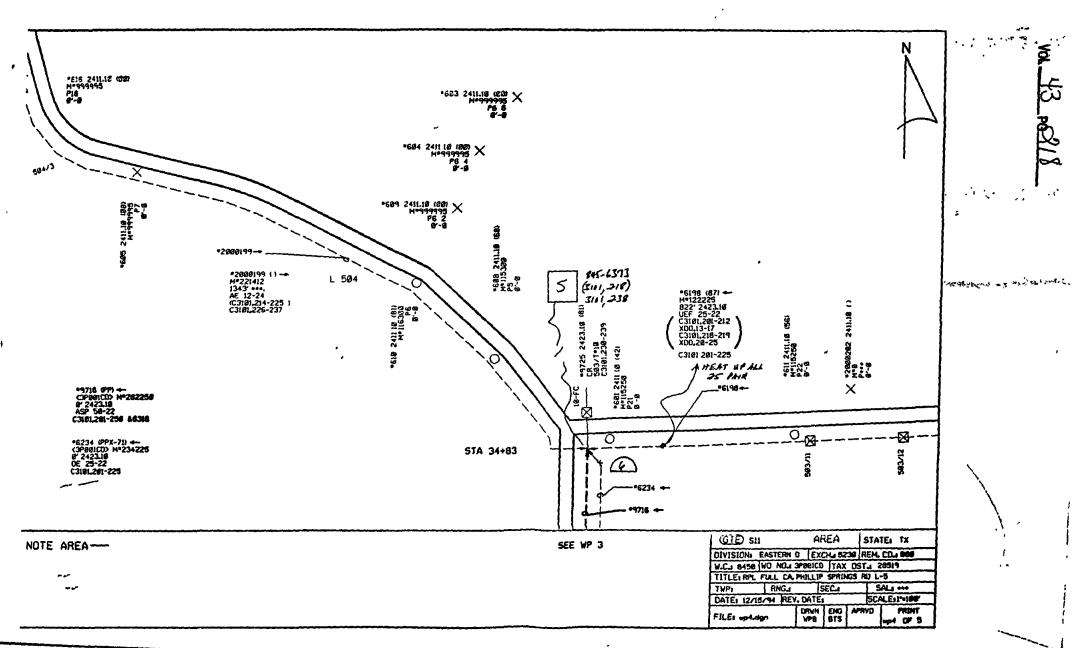
DATE December 21, 1994

O THE C	OMMISSIONER'S COURT OF	COUNTY
ATTENTIO Gilmer,	N COUNTY JUDGE: Iexas	
within the	notice is hereby given that GTE SOUTHWEST INCORPORATED will constright-of-way of a County Road inupshurexas as follows:	ruct a communication line County,
Springs Springs	oses to bury a new cable along the east right-of-way of Nor north of Cannon Street to intersection of Willow Oak Road a Road. This new construction will be for a distance of 3500 arly shown by the attached three copies of the work order.	nd N. Phillip
by <u>th</u>	ocation and description of this line and associated appurtenance ree copies of drawings attached to this notice. The line will be county Road right-of-way in accordance with governing laws	
by the GTI property ru	thstanding any other provision contained herein, it is expressly understood E Southwest Incorporated does not constitute a waiver, surrender, abandon ghts, franchise, easement, license, authority, permission, privilege or right is it in the future and any provision or provisions so construed shall be null	ment or impairment of any now granted by law or may
Const	ruction of this line will begin on or after January 14, 19_	95
	THWEST INCORPORATED	GLADEWATER 3P001CD
Address	Senior Engineer 4200 Stone Road	3100102
_	Kilgore, TX 75662	
	903-983-4911	

* 1







ISSUED 8-21-80 EFFECTIVE UCT 1

POCKET 10 11 698

3094 SCALE 1 inch = 2 Mi.

1980 EUE

GENERAL TELEPHONE COMPANY OF THE SOUTHWEST

TEXAS GENERAL EXCHANGE TARIFF
MAP SUPPLEMENT SECTION 6

Gladewater, Texas Exchange Area Boundary

Third Revised

SHEET NO.

Cancelling Second RevisualTNO.

ALL BOUNDARIES ARE 600 FEET FROM ROADS UNLESS OTHERWISE NOTED

F.E. HIGHTOWER
VICE PRESIDENT--REVENUE REQUIREMENTS



Date: 12-23-94

COMMISSIONER COURT ATTENDENCE SHEET

Name	City of Residence	
Mys 2darris	Bilmen Bilmen	
Danas Strano	bilmer	
Charles of Stell	Big Sandas	1
Buch Cron	GILMEN	
Au A Brown	Tyler	
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