

THE STATE OF TEXAS
COUNTY OF SABINE

On this the 11th day of April, 1983, the Honorable Commissioners Court met in regular session with the following members present, to-wit:

Royce C. Smith	County Judge
R. E. Smith	Commissioner, Precinct No. 1
Billy Joe McGee	Commissioner, Precinct No. 2
Eldridge Ellison	Commissioner, Precinct No. 3
Chester D. Cox	Commissioner, Precinct No. 4
Minnie Gooch	Clerk of the Court

Motion b y Commissioner Chester D. Cox, Sr., seconded by Commissioner Billy Joe McGee to amend the Sabine County Budget for

1983 as follows:	County & District Clerk:	105.00
	Typewriter repairs	
	Constables: Expense	900.00
	County Agent: Unemployment Insurance	15.32
	Tax Assessor-Collector Extra help	2,250.85
	Adult Probation Appointed attorneys	600.00
	County Court: bond for Co. Attorney Court Reporter	30.00 180.00
	Revenue Sharing:	
	Precinct No. 2	4,254.16
	Administrative	
	Elevator	10,000.00
	Typewriter	395.00

Motion carried.

Next order of business, the County Judge called for any input anyone might have for the use of the Revenue Sharing money. No one appeared or made any request.

Motion by Commissioner R. E. Smith, seconded by Commissioner Eldridge Ellison to divide the Revenue Sharing money in the amount, of \$8,061.15 as follows: \$2500.00 to Administrative for Elevator, and the balance being \$5,561.15 divided equally between the four commissioner precincts. Motion carried.

Motion by Commissioner Billy Joe McGee, seconded by Commissioner R. E. Smith to re-imburse Judge Smith for expense to Seminar at College Station. Motion carried

The auditing firms of Alexander & Rogers of Lufkin and Robert Sullivan Associates of Jasper appeared before the court. Each gave their proposals but no action was taken by the court at this time.

The following Special Use Permit was accepted by the Court. See "Exhibit A" attached to minutes of this date.

Accounts were allowed and made payable.

There being no further business, the court adjourned.

R. E. Smith
COUNTY JUDGE

R. E. Smith
COMMISSIONER, PRECINCT NO. 1

E. Ellison
COMMISSIONER, PRECINCT NO. 3

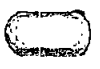
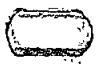
Billy McGee
COMMISSIONER, PRECINCT NO. 2

Chester D. Coats
COMMISSIONER, PRECINCT NO. 4

Minnie Goach
CLERK OF THE COURT

See exhibit

[Faint, illegible text and markings]





United States
Department of
Agriculture

Forest
Service

National Forests
in Texas

P.O. Box 969
Lufkin, Texas 75901

Reply to: 2820

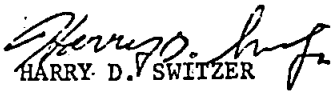
Date: April 7, 1983

Mr. Royce C. Smith
Sabine County Judge
Sabine County Courthouse
Hemphill, Texas 75948

Dear Judge Smith:

Here is the approved original Special Use Permit for an iron ore gravel
pit located on the Sabine National Forest.

Sincerely,


HARRY D. SWITZER
Staff Officer
Lands, Minerals &
Special Uses



Recorded in minutes of April 11, 1983

FS-6200-11(8-80)

"Exhibit 'A'"

United States Department of Agriculture
Forest Service

SPECIAL USE PERMIT
Act of June 11, 1960 (74 Stat. 205)
~~Act of June 11, 1960 (74 Stat. 205)~~
This permit is revocable and nontransferable
(Ref. FSM 2710)

a. Record no. (1-2)	b. Region (3-4)	c. Forest (5-6)
70	08	13
d. District (7-8)	e. User number (9-12)	f. Kind of use (13-15)
07	---	---
g. State (16-17)	h. County (18-20)	k. Card no. (21)
48	403	1

Permission is hereby granted to Royce C. Smith, Sabine County Judge
of Sabine County Court House - Hemphill, Texas 75948
hereinafter called the permittee, to use subject to the conditions set out below, the following described lands
or improvements:

A portion of Forest Service Tract S-1-As, Sabine National Forest, Sabine County,
Texas, Yellowpine Ranger District, as shown on the attached maps which are made
a part hereof.

This permit covers 2.60 acres and/or 0.21 miles and is issued for the purpose of:

Iron ore gravel pit for use on county roads.

1. Construction or occupancy and use under this permit shall begin within Immediately months, and
construction, if any, shall be completed within --- months, from the date of the permit. This
use shall be actually exercised at least 365 days each year, unless otherwise authorized
in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of
Agriculture, the sum of --- Dollars (\$ ---) for the period
from 19, to ---, 19---, and thereafter
annually on Free Use Authorized by 36 CFR 251.2
Dollars (\$ ---):

Provided, however, Charges for this use may be made or readjusted whenever necessary to place the
charges on a basis commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to conditions 18 to
27 attached hereto and made a part of this permit.

PERMITTEE	NAME OF PERMITTEE Royce C. Smith Sabine County Judge	SIGNATURE OF AUTHORIZED OFFICER /s/ ROYCE C. SMITH County Judge	DATE 4/4/83
ISSUING OFFICER	NAME AND SIGNATURE <i>William M. Lannan</i> WILLIAM M. LANNAN	TITLE Forest Supervisor	DATE 4/7/83

(CONTINUED ON REVERSE)

4. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; *provided* that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

6. This permit is subject to all valid claims.

7. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

8. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

9. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

12. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

14. In case of change of address, the permittee shall immediately notify the forest supervisor.

15. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

16. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

17. In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provisions thereof, the following clauses will control.

GPO 914-673

18. Top soil shall be stripped from the permitted area and be deposited in storage piles apart from other excavated material. After the desired amount of material has been removed, and the resulting pits have been trimmed and smoothed as required, the stored top soil shall be evenly spread over subsoil exposed by the excavation, to the extent that may be practical.

19. No waste or byproducts shall be discharged. Storage facilities for materials capable of causing water pollution, if accidentally discharged shall be located so as to prevent any spillage into waters, or channels leading into water.

20. The permittee shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use during construction, operation, and maintenance of the improvements.

21. The permittee shall be responsible for the prevention and control of soil erosion and gullying on the areas covered by this permit and lands adjacent thereto, and shall provide preventive measures as required by specifications attached to and made a part of this permit.

22. The permittee agrees that the materials (sand) to be removed from the area covered by this permit are not for commercial, industrial, or private purposes or resale.

23. The permittee agrees to keep an up-to-date, itemized record of the amounts of material (sand) removed, and its disposal. This record shall be available for inspection or auditing by the Forest Service.

24. All or parts of the work described in clauses 1-26 for which the permittee is responsible may, upon written request by the permittee and approval by the Forest Service, be performed by the Forest Service on a basis of cooperation under authority of Section 5, Act of April 24, 1950, 65 Stat. 83, 16 U.S.C. 572.

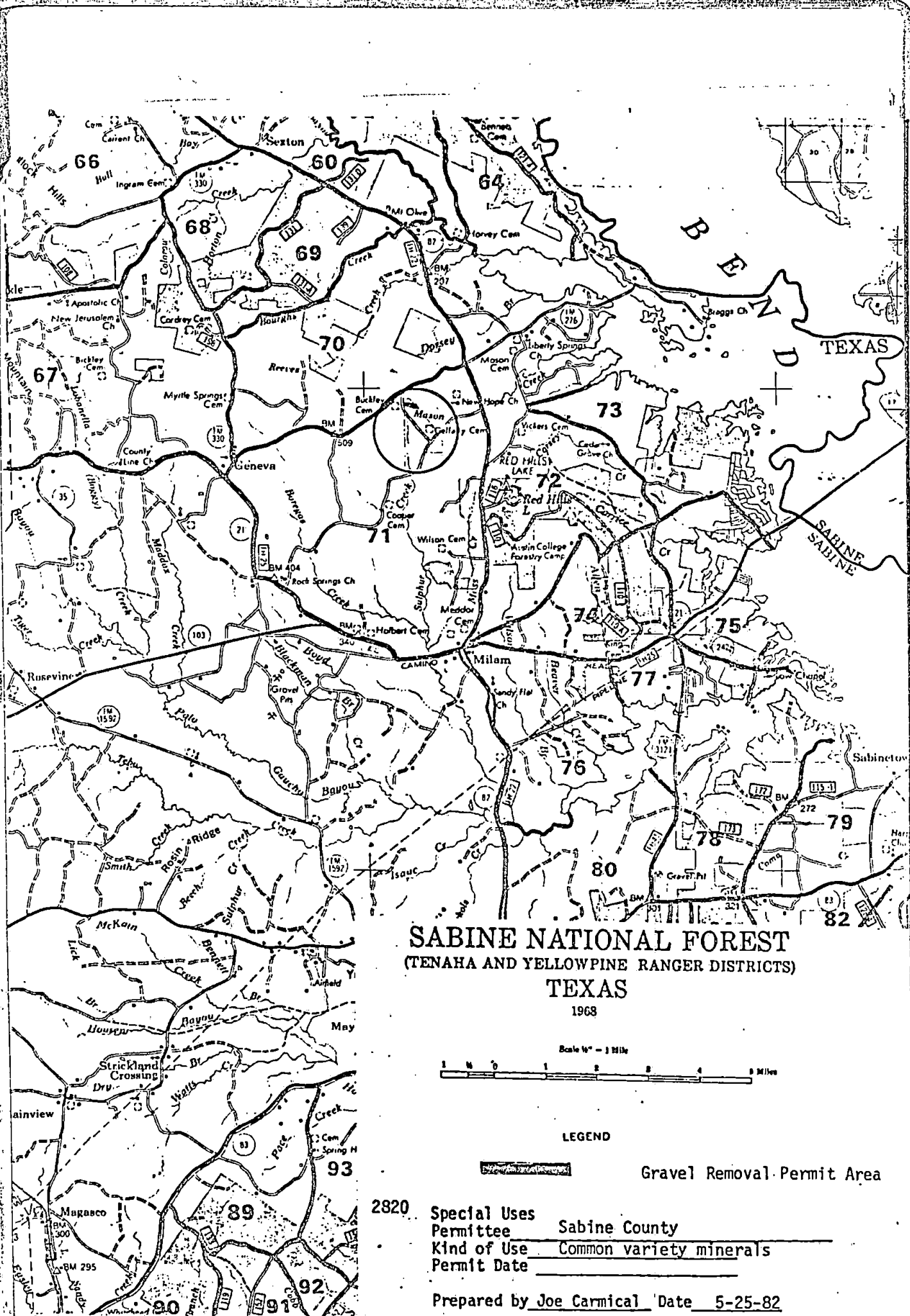
When work is to be so performed, the permittee agrees to make advance deposits into a cooperative work fund at such times and in such amounts as requested by the Forest Service, the total deposits to be sufficient to cover the cost of the work including necessary overhead charges. Any excess of deposits over the cost of work will be refunded.

25. By accepting this permit, the permittee hereby agrees to comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulation of the United States Department of Agriculture (7 CFR, part 15) issued pursuant to that Act, and hereby assures that in the operation and performance of this permit to take immediately any measures necessary to effectuate this requirement. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance

extended to a permittee by the United States Department of Agriculture, this assurance shall obligate the permittee, or in case of any transferee, of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the permittee for the period during which he retains ownership or possession of the property. In all other cases, this assurance shall obligate the permittee for the period during which the Federal Financial assistance is extended to him by this permit. This assurance is given in consideration of the Federal financial assistance extended in this permit to the permittee by the United States Department of Agriculture. The permittee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance. The permittee further agrees that the United States, in addition to any other rights and remedies provided by this assurance, the Civil Rights Act of 1964, or the regulations issued thereunder, shall have the right to enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

26. This permit is subject to the rights and privileges granted in mineral, oil, or gas leases covering this land which have been issued by an authorized agency of the United States, and this permit does not authorize the prevention or obstruction of the reasonable exercise of the rights and privileges granted by said mineral, oil or gas leases.

27. Unless sooner terminated or revoked by the Regional Forester, in accordance with the provisions of this permit, this permit shall expire and become void on 12/31/86, but a new permit to occupy and use the same National Forest lands may be granted provided the permittee will comply with the then-existing laws and regulations governing the occupancy and use of National Forest lands and shall have notified the District Ranger not less than 6 months prior to said date that such new permit is desired.



SABINE NATIONAL FOREST
 (TENAHA AND YELLOWPINE RANGER DISTRICTS)
 TEXAS

1968

Scale 1" = 1 Mile



LEGEND



Gravel Removal Permit Area

2820 Special Uses Permittee Sabine County
 Kind of Use Common variety minerals
 Permit Date _____

Prepared by Joe Carmical Date 5-25-82

THE STATE OF TEXAS

COUNTY OF SABINE

Tract No. S 1 As

Being a survey of 2.601 acres of land and being a part of a 362.00 acre tract conveyed by Temple Lbr. Co. to The United States of America, 12-27-1935, Recorded in Vol. No. 39, Page No. 293 et seq., in the Deed Records of Sabine County, Texas, and being a part of the Francisco Quinto Ballamora Survey, A-69, and being located approx. 10- $\frac{1}{2}$ miles North of the courthouse in Hemphill, Texas and being more particularly described by metes and bounds to follow, to-wit:

BEGINNING: at a point in the WBL of said F. J. Ballamora Survey being a EBL of the John W. Gibbons Survey, A-107, and a EBL of a 297.3 acre tract awarded Temple Eastex Incorporated, 3-27-1975, recorded in Vol. No. 173, Page No. 441 et seq., being the WBL of said 362.00 acre tract and being located S 0 40' W, 167.95 feet from a Monument stamped Corner No. 2, S 1 As, date 1934, for the N.W. corner of said 362.00 acre tract.

THENCE: S 77 51'E, to the EBL of said 362.00 acre tract being a WBL of a 297.3 acre tract awarded the J. W. Minton Heirs, 3-27-1975, recorded in Vol. No. 173, Page No. 441 et seq., being a EBL of said F. J. Ballamora Survey and a WBL of said John W. Gibbons Survey, a distance of 1080.34 feet to a point.

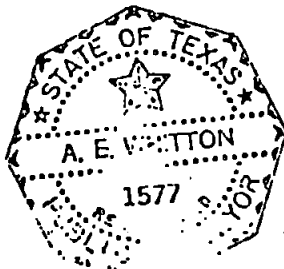
THENCE: S 39 20'E, along a well marked line painted Red being a EBL of said F. J. Ballamora Survey and a WBL of said John W. Gibbons Survey and a WBL of said J. W. Minton Heirs 297.3 acre tract and a EBL of said 362.00 acre tract, a distance of 160.58 feet to a point, said point being located S 39 20'E, 972.69 feet from a Monument stamped Corner No. 3, S 1 As, dated 1978, for the N.E. corner of said 362.00 acre tract.

THENCE: N 77 51'W, to the WBL of said F. J. Ballamora Survey being a EBL of said John W. Gibbons Survey and a EBL of said Temple Eastex Incorporated 297.3 acre tract and the WBL of said 362.00 acre tract, a distance of 1185.67 feet to a point.

THENCE: N 0 40'E, along a well marked line painted Red being a EBL of said John W. Gibbons Survey and the WBL of said F. J. Ballamora Survey and a EBL of said Temple Eastex Incorporated 297.3 acre tract and the WBL of said 362.00 acre tract, 102.04 feet to the place of beginning containing 2.601 acres of land.

Surveyed by A. E. Whitton, Registered Public Surveyor, Reg. No. 1577

A. E. Whitton
A. E. WHITTON
Registered Public Surveyor
Reg. No. 1577



10-3-1978
Dec. 8-30'E

DEEP EAST TEXAS ELECTRIC CO-OP INC. 2.601 ACRES

SABINE COUNTY
TEXAS

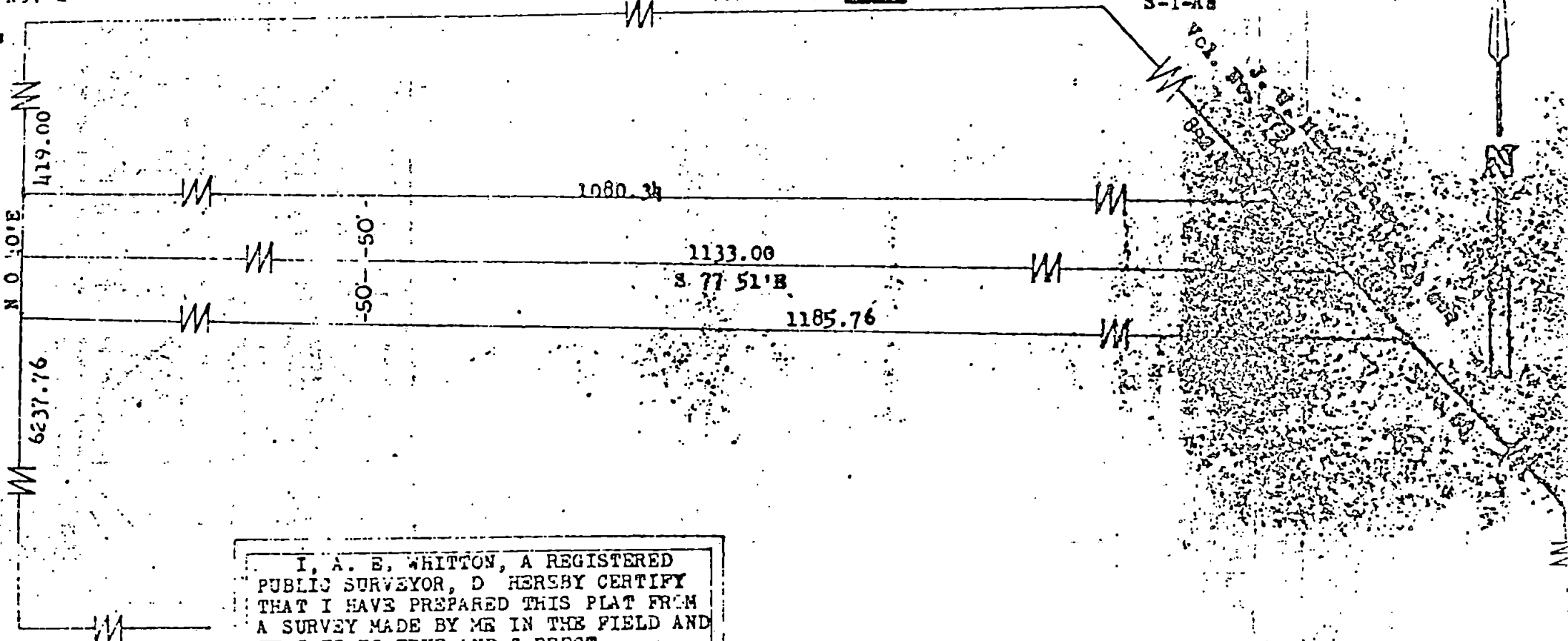
S. J. BALLAMORA
SURVEY A-49

Cor. No. 2
S-212
S-1-Aa

TRACT NO. S1A

Cor. No. 3
S-1-Aa

Temple Eastox Incorporated
Vol. No. 173, Page No. 441 et seq



I, A. E. WHITTON, A REGISTERED
PUBLIC SURVEYOR, DO HEREBY CERTIFY
THAT I HAVE PREPARED THIS PLAT FROM
A SURVEY MADE BY ME IN THE FIELD AND
THAT IT IS TRUE AND CORRECT.

A. E. Whitton
A. E. Whitton
Registered Public Surveyor
Reg. No. 1577

This Plat shows the proposed
location of an electric transmission
line; owned and operated by The Deep
East Texas Electric Co-op Inc.
Scale: 1" = 100 Feet

DEEP EAST TEXAS ELECTRIC COOPERATIVE, Inc.

PHONE 713/275 2314

P. O. DRAWER N

SAN AUGUSTINE, TEXAS 75972

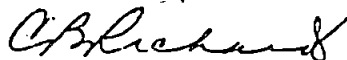
May 26, 1982

Mr. Isaac W. Hawkins
District Ranger
P.O. Box F
Hemphill, Texas 75948

Dear Mr. Hawkins:

This is to advise that we have no objections to Commissioner Vickers removing gravel from our 138 K.V. right-of-way east of Geneva. Our only concern is that the stakes be preserved and the area left suitable for mowing. We have already discussed this with Mr. Vickers and see no problem.

Yours truly,



C. B. Richards
Director of Operations

CBR/sm

3-11-83

Phoned C.B. to see if he was still in concurrence with proposed activity in R-o-w. He feels no conflicts exist with gravel removal. He advises county to stay 15-20' away from pole bases when excavating 4-5' deep.

KE

Yellowpine Ranger District
P. O. Box F - Hemphill, Texas 75948

May 25, 1982

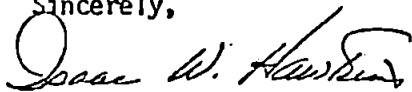
Mr. C. B. Richards
Director of Operations
Deep East Texas Electric Coop., Inc.
P. O. Drawer N
San Augustine, TX 75972

Dear Mr. Richards:

Sabine County Commissioner Jimmy Vickers has applied for a permit to remove gravel from National Forest land along the 138 KV transmission line permit area in the F. J. Ballamora Survey, A-69, Tract S-1-As. Gravel removal would be an extension of an area presently being used on Temple-Eastex land near Gellatly Cemetary. Mr. Vickers indicated that he had discussed this proposal with you and that there were no apparent problems.

We would appreciate however, your concurrence by return letter along with coordinating requirements or stipulations that should be included in the permit for gravel removal.

Sincerely,



ISAAC W. HAWKINS
District Ranger

Yellowpine Ranger District
P. O. Box F - Hemphill, Texas 75948

May 25, 1982

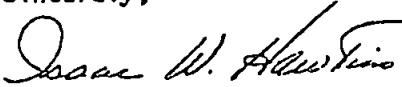
Judge Royce C. Smith
County of Sabine
Hemphill, TX 75948

Dear Judge Smith:

A special use request has been made by Commissioner Jimmy Vickers to remove iron ore gravel from National Forest land near Gellatly Cemetary in Tract S-1-As. The gravel removal area will be an extension of work presently being done on Temple-Eastex land along the R/W clearing for a 138 KV line by Deep East Texas Electric Cooperative. We have contacted the Cooperative for their concurrence and coordinating measures necessary to the proposal.

Mr. Vickers has asked that we expedite application review since all gravel has been removed from the adjacent Temple-Eastex deposit. With your approval please sign and date the application and return it to our office.

Sincerely,



ISAAC W. HAWKINS
District Ranger

Enclosures

207

SOILS REPORT

On June 11, Walter Brooks and Joe Carmical looked at a proposed gravel area along a 138 KV transmission line right-of-way under special use to the Deep East Texas Electric Cooperative.

The trees have been removed from this area along the transmission line right-of-way. Future cover will be of bermuda and bahia grasses plus various legumes and native species. Any natural pine or hardwood seedlings from surrounding stands will eventually be cleared from the rights-of-way.

The soils range from loamy fine sand to fine sandy loam up to 14 inches in depth. The gravel is actually sandstone fragments ranging in size from .5 inch square to 4 or 5 inches square. These fragments are non-cemented and comprise as much as 40 to 50 percent of the surface layer.

Little benefit will be derived from piling the "topsoil" on this area because nearly half of it is the desired rock or gravel.

The subsoil is clay loam to clay which will, with some help, support a stand of grass and legumes.

Diversion terraces are required to prevent the concentrations of runoff water which will cause erosion within the powerline right-of-way.

Area will be ripped to a minimum depth of 8 inches and planted to grass and legumes. Species of grass and legumes are listed in the Watershed Improvement Handbook for the National Forests in Texas.

JUSTIFICATION FOR NO MINERAL APPRAISAL

The Zone Appraiser has not been available to produce an appraisal. As soon as he is available the appraisal will be made. Therefore, the decision was made to issue this permit without an appraisal.

/S/ HARRY D. SWITZER

HARRY D. SWITZER
Staff Officer
Lands, Minerals &
Special Uses

I, Minnie Gooch, County Clerk, Sabine County, Texas do hereby certify that the foregoing instrument was filed for record _____, 1983 at _____ O'Clock _____ M. and duly recorded April 14, 1983 at 9:00 O'Clock _____ A.M.
Minnie Gooch, Clerk BY: Fleda Chambers, Deputy