

THE STATE OF TEXAS

COUNTY OF SABINE

On this the 27th day of February, 1984, the Honorable Commissioners Court met in Regular Session with the following members present, to-wit:

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

Due to the absence of County Judge, Royce Smith, Commissioner R. E. Smith presided over the meeting as Judge Pro Tem.

Motion by Commissioner Eldridge Ellison, seconded by Commissioner Billy Joe McGee to approve the Quarterly Report. Motion carried. Marked "Exhibit A" and attached to minutes of this date.

Motion by Commissioner Billy Joe McGee, seconded by Commissioner Eldridge Ellison to pay monthly bills. Motion carried.

Motion by Commissioner Billy Joe McGee, seconded by Commissioner Eldridge Ellison to accept a forty ft. easement as a County Road being 8 miles N. E. of the courthouse in Hemphill, in the Jesse Low A-148 Survey described in metes and bounds as follows: Marked "Exhibit B" and attached to minutes of this date. Motion carried.

Since no bids were received for a Used Truck for Pct. No. 2,, as advertised, motion was made by Commissioner Billy Joe McGee, seconded by Commissioner Eldridge Ellison to publish the bid in the Sabine County Reporter two more times and open the bids on March 12th at 9:00 A. M. Motion carried.

Motion by Commissioner Eldridge Ellison, seconded by Commissioner Billy Joe McGee to pass RESOLUTION AUTHORIZING EXECUTION OF CONTRACT WITH TEXAS DEPARTMENT OF COMMUNITY AFFAIRS. Motion carried. Resolution marked "Exhibit C" and attached to minutes of this date.

Bids were called for on the Air Conditioning and Heating System for the District Courtroom. Two bids were received and opened. Anderson Air Conditioning and Ed Sheet Metal of Many La. Motion by Commissioner Chester D. Cox, Sr., seconded by Commissioner Billy Joe McGee to postpone the decision until next court day so the plans could be studied. Motion carried.

Motion by Commissioner Billy Joe McGee, seconded by Commissioner Chester D. Cox, Sr. to pass a resolution to request HR 2801 Bill be passed into law before a Wilderness Area Act is enacted in the State of Texas. Motion carried.

There being no further business the court adjourned.

COUNTY JUDGE

R. L. Smith
COMMISSIONER, PRECINCT NO. 1

E. Ellison
COMMISSIONER, PRECINCT NO. 3

Billy McGee
COMMISSIONER, PRECINCT NO. 2

Chester D. Cox, Sr.
COMMISSIONER, PRECINCT NO. 4

Minnie Gosch
CLERK OF THE COURT

See exhibits

[Faint, mostly illegible text and markings, possibly bleed-through or ghosting from the reverse side of the page.]



EASEMENT

THIS EASEMENT, dated this 20th day of January, 1984
from the UNITED STATES OF AMERICA, acting by and through the Forest
Service, Department of Agriculture, hereinafter called "Grantor",
to the County of Sabine, acting by and through the County Judge,
hereinafter called "Grantee".

WITNESSETH:

WHEREAS, the Grantee has applied for grant of an easement
under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538),
for a road over certain lands or assignable easements owned by the
United States in the County of Sabine, State of Texas, and administered
by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor does hereby grant to Grantee an easement
for a public road and highway along and across a strip of land,
hereinafter defined as the "right-of-way" over and across the lands
in the County of Sabine, State of Texas, as described on Exhibit A
attached hereto.

The word "right-of-way" when used herein means said strip of
land whether or not there is an existing road or highway located
thereon. Except where it is defined more specifically, the word
"highway" shall mean roads or highways now existing or hereafter
constructed on the right-of-way or any segment of such roads or
highways.

The right-of-way is shown and specifically described on the plat
attached hereto and made a part hereof.

This grant is made subject to the following terms, provisions,
and conditions:

1. Outstanding valid claims, if any, existing on the date of
this grant.
2. The easement herein granted is limited to use of the de-
scribed right-of-way for the purpose of construction,
operation, and maintenance of a highway and does not include
the grant of any rights for nonhighway purposes or facilities;
Provided, That the right of the Forest Service to use or
authorize the use of any portion of the right-of-way for
nonhighway purposes shall not be exercised when such use would
interfere with the free flow of traffic or impair the full use

Minutes 2-27-84

"Exhibit B"

and safety of the highway; and Provided further, That nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside of construction limits.

3. Any reconstruction of the highway situated on this right-of-way will be in accordance with plans, specifications and written stipulations approved by the Regional Forester prior to beginning such reconstruction.

4. Consistent with highway safety standards, the Grantee shall:

- a. Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.
- b. Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction, operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed where it is deemed necessary during a joint review between the Regional Forester and Grantee prior to completion of the highway and the Grantee shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides which occur during or after construction.

5. The Grantee shall:

Establish no borrow, sand, or gravel pits; stone quarry; permanent storage areas; sites for highway-operation and -maintenance facilities; camps, supply depots; or disposal areas within the right-of-way, unless shown on approved construction plans, without first obtaining approval of the Regional Forester.

6. The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Regional Forester. Application for such approval must be in writing and specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

7. The Grantee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest to the property herein granted, or any part thereof, that the covenants set forth below shall attach to and run with the land:

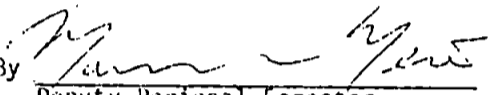
- a. That the described property and its appurtenant areas and its building and facilities whether or not on the land therein granted will be operated as a public road, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and
- b. That the United States shall have the right to judicial enforcement of these covenants not only as to the grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land herein granted.

In the event of a breach of any of the conditions set forth above, all right, title, and interest in and to the above described property shall, at the option of the Grantor, revert to and become the property of the United States of America, which shall have an immediate right of entry thereon, and the Grantee, its successors, or assigns, shall forfeit all right, title, and interest in and to the above described property and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Grantor to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law.

IN WITNESS WHEREOF, the Grantor, by its Deputy Regional Forester, Forest Service, has executed this easement pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated December 14, 1979 (44 FR 75690), on the day and year first above written.

UNITED STATES OF AMERICA

By 
Deputy Regional Forester
Forest Service
Department of Agriculture

STATE OF GEORGIA
COUNTY OF FULTON

BEFORE ME, a Notary Public,
this day personally appeared
to me to be the person who
instrument as the Deputy Reg
States Department of Agric
Regional Forester, Forest
Agriculture, and acknowledged
in him as such official, h
purposes and consideration
and as the act and deed of

WITNESS MY HAND AND SEAL

1984.

My commission expires:

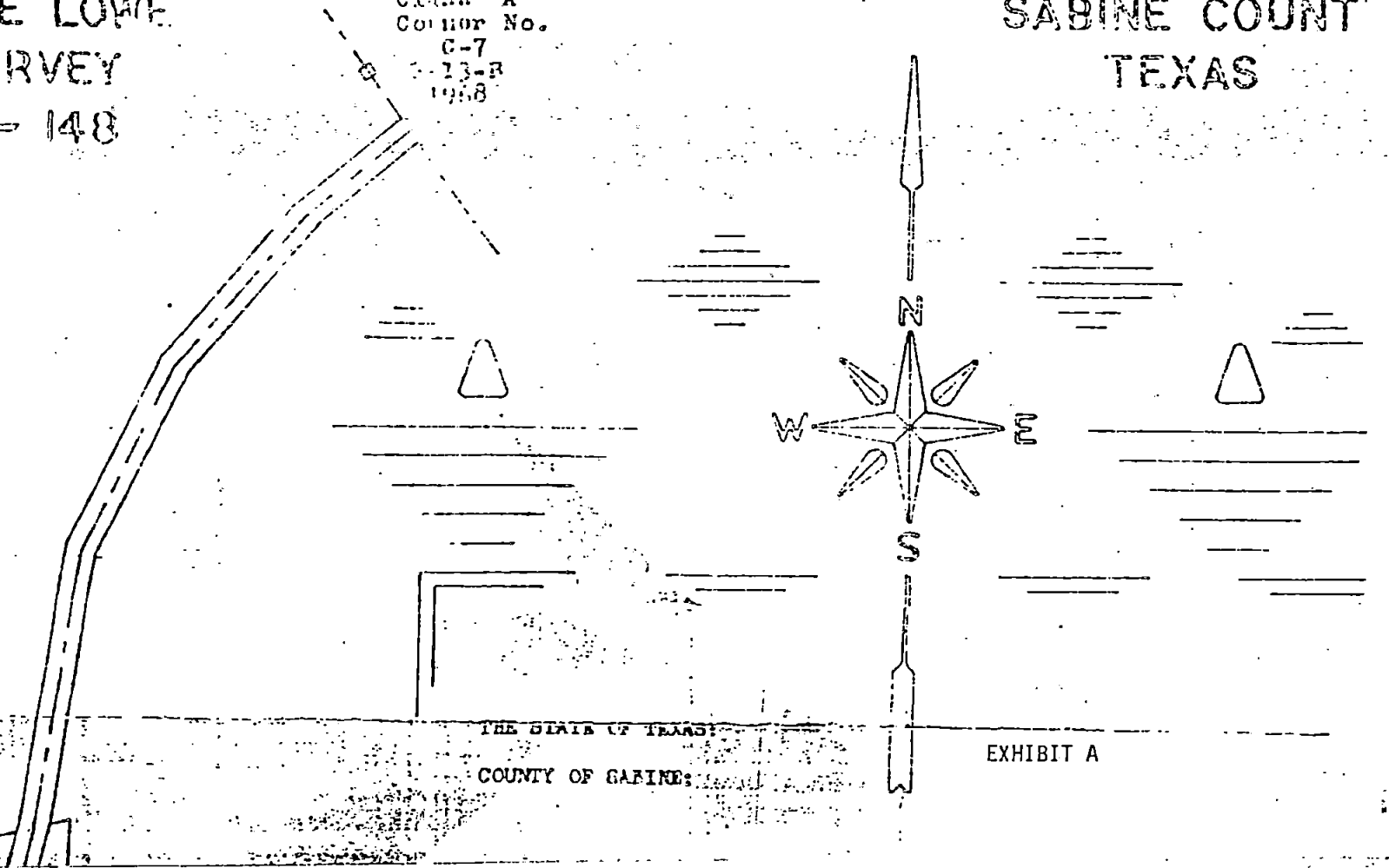
Sept 10, 1985

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COUNTY ROAD EASEMENT
SABINE NATIONAL FOREST

JESSE LOWE
SURVEY
A-148

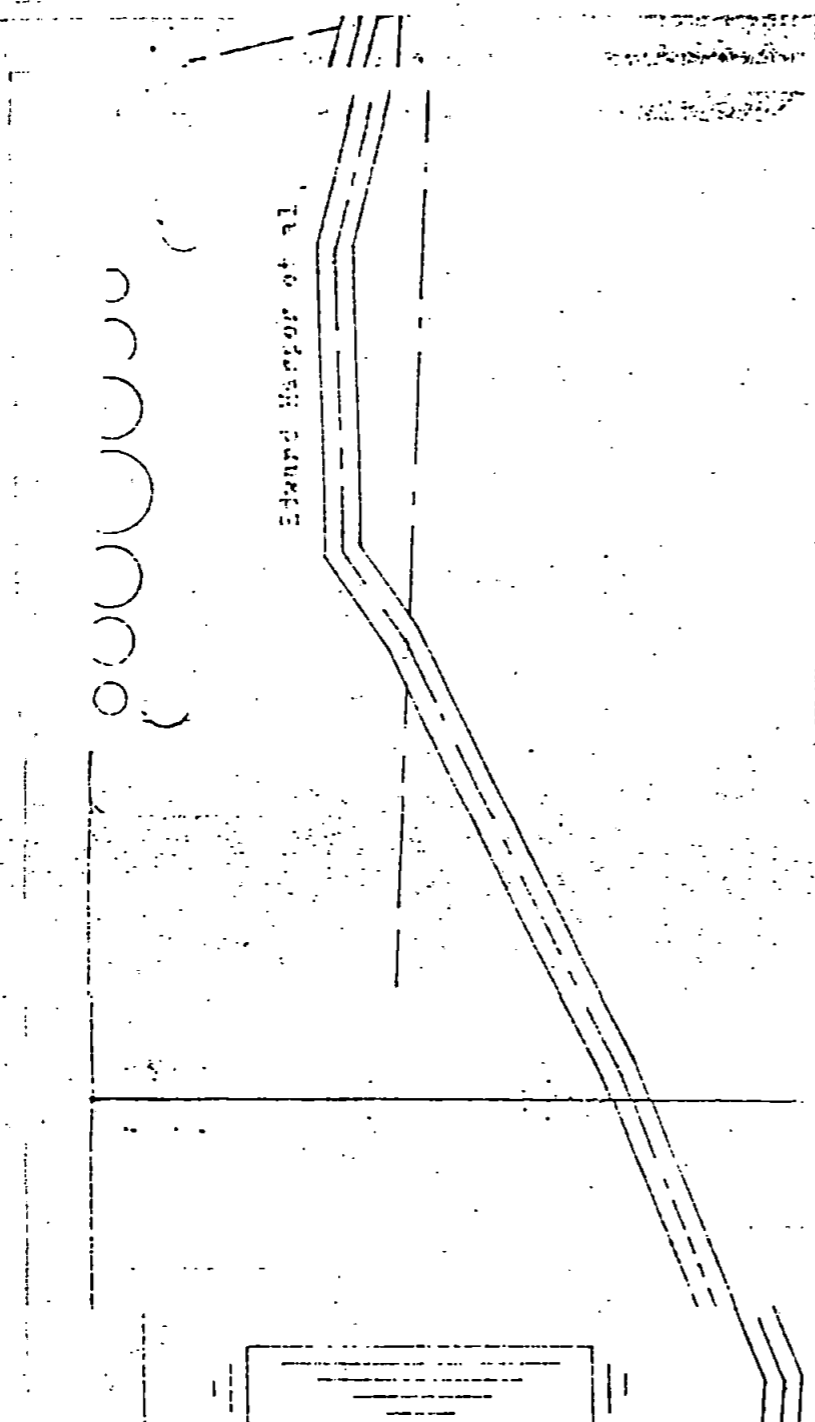
Class "A"
CORNER No.
C-7
1-13-B
1958

SABINE COUNTY
TEXAS



THE STATE OF TEXAS
COUNTY OF SABINE

EXHIBIT A



... description of a forty feet (40') County Road Easement, twenty feet (20') each side of said center-line and being a part of the Jesse Lowe Survey, A-14E, Sabine County, Texas and being located approx. 8 miles N.E. of the court-house in Marshall, Texas and being more particularly described by notes and bounds to follow, to-wit:

BEGINNING: At a point in the center-line of said proposed County Road, and being in the NEBL of a tract owned by the Sabine National Forest and also being S 35 02'E, 99.00 feet from Class "A" Corner No C-7, S-13-P, dated 1968.

THENCE: Along the center-line of said proposed County Road as follows:

- S 49 26"W --- 187.70 feet to a point.
- S 39 27"W --- 260.10 feet to a point.
- S 25 29"W --- 277.60 feet to a point.
- S 8 25"W --- 393.75 feet to a interior NPL of said Sabine National Forest Tract, being the NBL of a tract owned by Edward Harper et al, and also being S 76 48"W, 49.40 feet from it's N.E. corner, being a interior N.E. corner of said Sabine National Forest tract.

Tract #1 containing 1.028 acres.

BEGINNING: At a point on the WBL of said Sabine National Forest tract and also being S 12 56' 37"W, 1800.65 feet from said Class "A" Corner No. C-7, S-13-B, dated 1968.

THENCE: Along the centerline of said proposed County Road across said Sabine National Forest property as follows:

- S 26 17'E --- 552.50 feet to a point.
- S 23 21'E --- 359.75 feet to a point.
- S 3 12'W --- 255.30 feet to a point.
- S 32 44'W --- 292.90 feet to the centerline of a County Road

constructed by the Sabine River Authorities containing 2.369 acres of land more or less.

Tract #2 containing 1.341 acres for a total of 2.369 acres.

THENCE: Along the centerline of said proposed County Road across said Sabine National Forest property as follows:

S 26 17'E --- 552.50 feet to a point.

S 23 21'E --- 359.75 feet to a point.

S 3 12'W --- 255.30 feet to a point.

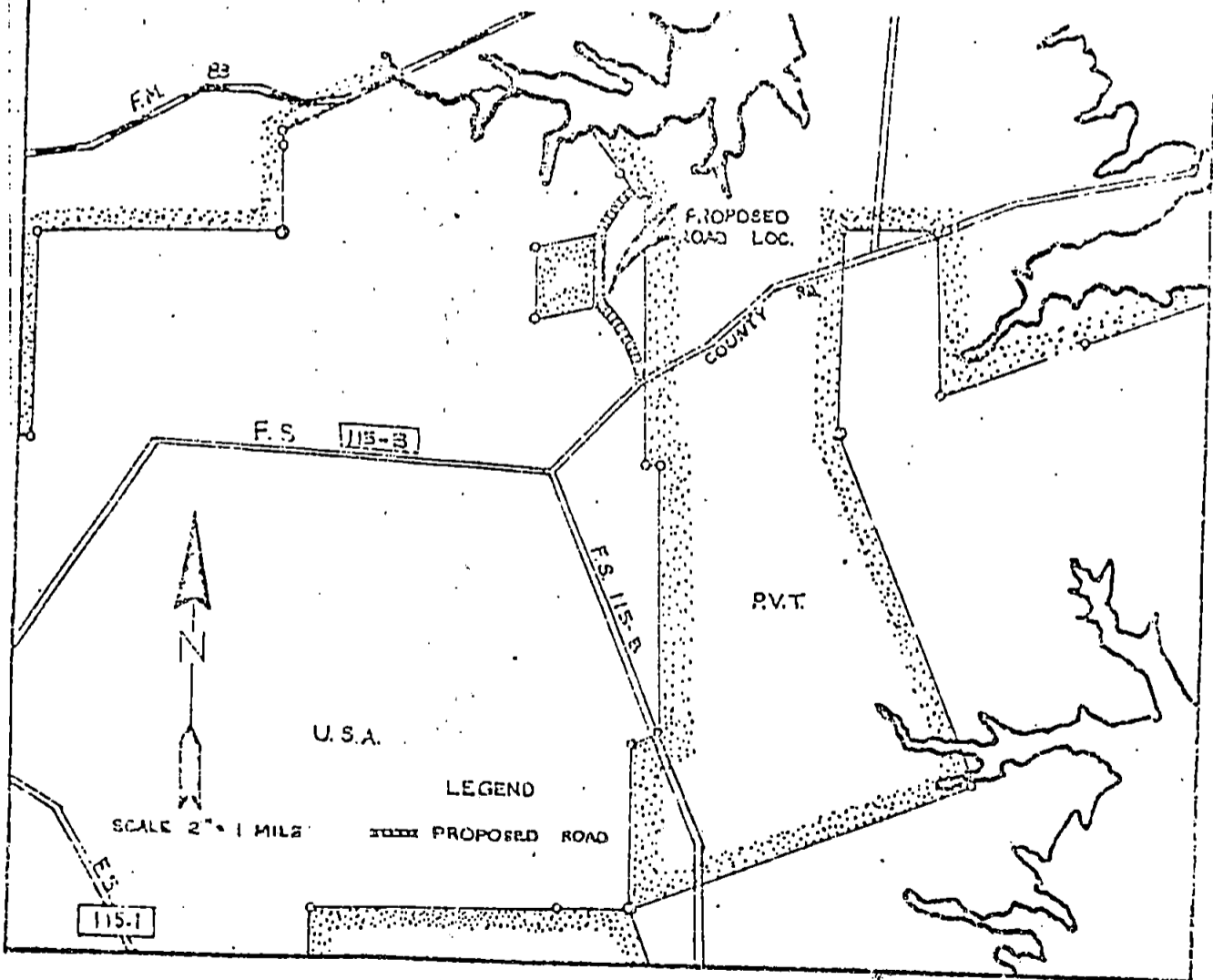
S 32 44'W --- 292.90 feet to the centerline of a County Road.

constructed by the Sabine River Authorities containing 2.369 acres of land more or less.

Tract #2 containing 1.341 acres for a total of 2.369 acres.

TESTED
RTIFY
T AND
E BY
S TRUE

2730 RIGHT OF WAY GRANTS
SABINE COUNTY, TEXAS
SABINE NATIONAL FOREST



ENVIRONMENTAL ASSESSMENT
FINDING OF NO SIGNIFICANT IMPACT
AND
DECISION NOTICE

Sabine County Road Easement in Tract S2KIII

REVIEWED BY:

[Signature]
Staff Officer, Land Management

10/18/87
Date

acting

[Signature]
Staff Officer, Fire,
Recreation, Law Enforcement

10/18/87
Date

[Signature]
Staff Officer, Timber, Range,
Wildlife, Watershed and Soils

10/18/87
Date

[Signature]
Staff Officer, Lands and
Minerals

10/18/87
Date

[Signature]
Forest Engineer

10/18/87
Date

DETERMINATION: On the basis of the environmental analysis process documented by this report, I have determined that the proposed action will not result in a significant impact on the quality of the human environment, nor is it expected to become highly controversial. Therefore, an Environmental Impact Statement will not be prepared for this proposal.

RECOMMENDED:

[Signature]
Forest Supervisor

10/18/87
Date

APPROVED BY:

Director, Lands and Minerals
Southern Region, Region 8

Date

ENVIRONMENTAL ASSESSMENT
DECISION NOTICE
AND
FINDING OF NO SIGNIFICANT IMPACT

SABINE COUNTY ROAD EASEMENT IN TRACT S2KIII

National Forest in Texas
Sabine National Forest - Yellowpine Ranger District

This proposal would grant Sabine County an easement for an existing gravel road across U S Tract S2KIII of the Sabine National Forest. This road was previously under a Special Use Permit to Mr. Charles J. Fertitta. Mr. Fertitta, now deceased, had used the road for access to a waterfront subdivision development. Fertitta's relatives cancelled the permit since they do not use the property. The residents of the subdivision are reluctant to assume the road permit. The county is currently maintaining the road.

The proposed easement requires decisions regarding (1) to whom the permit will be issued (2) the location and condition of the road.

Granting an easement to the county would assure that the road responsibilities would not change with each population turnover in the subdivision. The county judge and commissioner have expressed a willingness to maintain the road.

The present road location is the best and most economical route to the subdivision. Other routes considered would also utilize Forest Service land for access. The present road location was inspected by Forest Engineer R. L. Smelser on March 23, 1971, and the road was constructed to Forest Service standards. The existing construction was examined again by Buck Dioron, Forest Engineer's representative on August 22, 1983.

An environmental analysis was performed by Sylvia Ferguson, Forestry Technician, and Kent Evans, Resource Forester. It was determined that no sensitive ecosystems, endangered or threatened wildlife or flora would be impacted, resulting in disapproval of this proposal. No flood plains or wet lands are involved nor administrative actions that would delay implementation of this document following permit approval.

Discussions were held with Sabine County Judge Royce Smith and the Commissioner. It was decided that Sabine County would apply for the easement and the road would be added to their system if the road met Forest Service standards.

The environmental assessment of this proposal has determined that the road and future maintenance activities will not have a significant effect on the quality of human environment and an environmental impact statement therefore, will not be prepared. My decision is to issue a right-of-way grant for immediate implementation.

James W. Howard
Recommended by District Ranger

10/14/83
Date

Approved: _____
Director, Lands and Minerals
Southern Region, Region 8

Date

ENGINEERING REPORT

Project:

The project will consist of the maintenance of approximately 0.5 miles of access road by Sabine County into the Siesta Shores Subdivision.

Location:

The project will begin on an existing county road on the Yellowpine Ranger District, Sabine National Forest. The road then proceeds north to the subdivision.

Description:

The work shall consist of maintaining the existing roadbed.

Management Requirements:

1. Minimize soil disturbances during all phases of the maintenance.
2. Establish and maintain a permanent vegetative cover on all disturbed areas.

Recommendations:

Subject to the management requirements listed above, it is recommended that the proposed action be approved.


JOHN M. DOIRON
Supvry Civil Engineer

