

Tuesday, December 17, 1996, the Sabine County Commissioners' Court met in a special called meeting. The following members were present:

Jack Leath	County Judge
Keith Clark	Commissioner Pct. #1
Lynn Smith	Commissioner Pct. #2
Will Smith, Sr.	Commissioner Pct. #4
Janice McDaniel	County Clerk

Commissioner Charles Ellison was not present.

Doyle Dickerson, Commissioner elect for precinct #3 is present for this meeting.

Judge Leath called the meeting to order.

Agenda item #1-Forest Service

Larry Phelps, Tom Zimmerman, Larry Potts, Bob Smiley and Greg Cours, with the U. S. Forest Service, met with the Court. The topics proposed by the Forest Service personnel for discussion are as follows:

Introduction/Overview of objectives.

Overview of the USFS 1997 timber sale program.

Review/updating existing Schedule A Road Maintenance Agreement with Sabine County.

Issue: Sabine County taking over maintenance responsibility for the following Forest Development Roads (FDR) roads listed by priority (map attached):

- FDR 117F (1.1 mi.)
- FDR 129 (1.5 mi.) and FDR 129A (0.7 mi.)
- FDR 121 (3.9 mi.)
- FDR 153 (3.8 mi.)
- FDR 115-2 (0.9 mi.) and FDR 115A (1.8 mi.)
- FDR 109 (1.7 mi.) and 109A (0.4 mi.)
- FDR 111A (0.9 mi.)
- FDR 172 (1.2 mi.)

Public Road Status/Access to isolated private tracts.

Issue: Johnny Smith access situation.

Susan Dunmire - FDR 117D, Don Woods road.

Status of Forest Service proposed office/visitor information center along SH 21.

Larry Potts informed that Court that at the first of this calendar year, the entire staff of the Sabine National Forest was moved to the Hemphill location. This move effectively closed down the office in San Augustine. The long range plans are to relocate the office that is in Hemphill to a location on State Highway 21 in the Pendleton Harbor and bridge area. The Sabine National Forest Service is working with the Sabine River Authority and other agencies on having a visitor information center along with an office for the Forest Service and maybe other agencies. This is something that is going to take some time to accomplish so they

will be in Hemphill at least for a while.

Bob Smiley spoke to the Court concerning the past, present and future timber sales. He stated that the price of timber is high now and does not see it going down any time soon. The program has been down over the last few years and they are trying to build it back up to a more consistent sustained flow of timber on to the market each year. The majority of the Sabine National Forest is located in Sabine County. Plantation thinning is planned for this next year sales. This is smaller, less valuable timber, so that sales will not be as much as the same volume of the larger timber would be. He stated that they and the County need to work closer together on their agreement. If the Forest Service has a timber sale that will require going over County roads, and that County road is on the cooperative agreement, then they can do reconstruction work on that road. This has to be added in during the planning stage of the timber sale.

Commissioner Lynn Smith said that he has already received some complaints from some residents on what he calls the "Gooch Road". The complaint is that the road is too narrow and they are having difficulty meeting large vehicles and being able to pass.

Tom Zimmerman passed out copies of the Forest Development Road Cooperative Agreement/Sabine County that was signed in 1976.

The Court and the Forest Service personnel discussed the roads listed above for County jurisdiction to maintain these roads.

Robert Gooch and wife, Dorothy, met with the Court and the Forest Service personnel concerning private property off FDR 129 and FDR 129A. Mrs. Gooch offered a statement about the original old road that went through this area. See attached copy of statement.

Commissioner Lynn Smith said that he is willing to take over maintenance of FDR 129 and FDR 129A to give the private property owners access to their property, but the road right of way needs to be widen.

Mr. Gooch said that their immediate need is for the barricades to be removed on FDR 129 and FDR 129A.

The Forest Service is in agreement to knock down both berms on these two roads and to proceed with giving the County an easement for road right of ways.

Court recessed at 11:10 a.m.

Court reconvened at 11:20 a.m.

Back to agenda item #1.

There was more discussion on the roads listed under Sabine County maintenance agreement.

Next under discussion is under the public road status.

Judge Leath had to leave the meeting at 12:05 p.m. Judge pro-tem, Commissioner Lynn Smith, took over the meeting at this time.

The Forest Service has been trying to provide Johnny Smith for over a year and a half. What they are going to propose to

Mr. Smith is to provide this access route which is labeled number 3 on the attached copy. In doing that, he will also have to get access from Raymond Edgar and John Minton. One of the requirements will be to build a road to standard, all weather access. This will be an expense to Mr. Smith, and he has indicated that he is going to try to get help from the County. That is where things are at this time on Mr. Johnny Smith with access to his property through the Forest Service property.

Susan Dunmire has requested access to across 117D from the Forest Service. There is currently a land exchange with Temple-Inland going on and the Forest Service is waiting to hear from their supervisors' office whether this would affect that exchange. One of the other things being looked at is giving Mrs. Dunmire a road permit along with Don Woods and they would share the expense.

The Forest Service will work up the agreements discussed and come back before the Court for approval.

Commissioner Clark moved to adjourn. Commissioner Will Smith seconded. Meeting adjourned.

<u>Jack Peath</u>	COUNTY JUDGE
<u>Will Clark</u>	COMMISSIONER PCT. #1
<u>Lynn Smith</u>	COMMISSIONER PCT. #2
<u>Not Present</u>	COMMISSIONER PCT. #3
<u>W.D.</u>	COMMISSIONER PCT. #4

ATTEST:

Janice McDaniel COUNTY CLERK

The knowledge I have of the old road that goes from F.S. Road # 129 to the property now ~~owned~~<sup>owned</sup> by us came from my father. He referred to it as a portion of the old road that lead from old Remliq (near Brookland) to old Sabine town.

He was born just a short distance up the Housen Bayou in 1881 where Mr. Aubrey Smith now owns the old home. He went to school at Oak Hill having to cross the Bayou to get to school. He knew the area.

In 1939, when he bought the Corner Place, of which ours is a portion, the CCC had constructed what is now F.S. Road # 115 building <sup>another</sup> bridge on the Housen Bayou. With the new road and bridge in place, traffic moved along the new road and the old road was not widely used.

We have furnished the names of <sup>(four)</sup> individuals who can attest to the existence of the old road. The road itself speaks. It follows a ridge through the area; it crosses no streams or ravines in this section. No timber grows in the right-of-way, also, no stumps exist in the right-of-way where timber has been cut. This is true in the area where the reseeded, clear cut portion exists now.

We request that the existence of the old public road be recognized.

Names furnished:

Nearthy M. Gooch

Cecil McDaniel

Herbert Ledner

12-17-96

N.E. (Ernest) McDaniel

O. E. Horn

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Meeting Agenda  
between  
U.S. Forest Service and Sabine County

December 17, 1996

- 9:00-9:15 - Introduction/Overview of objectives.
- 9:15-9:30 - Overview of the USFS 1997 timber sale program.
- 9:30-9:45 - Overview of the USFS road maintenance program.
- 9:45-10:30 - Review/updating existing Schedule A Road Maintenance Agreement with Sabine County.

Issue: Sabine County taking over maintenance responsibility for the following Forest Development Roads (FDR) roads listed by priority (map attached):

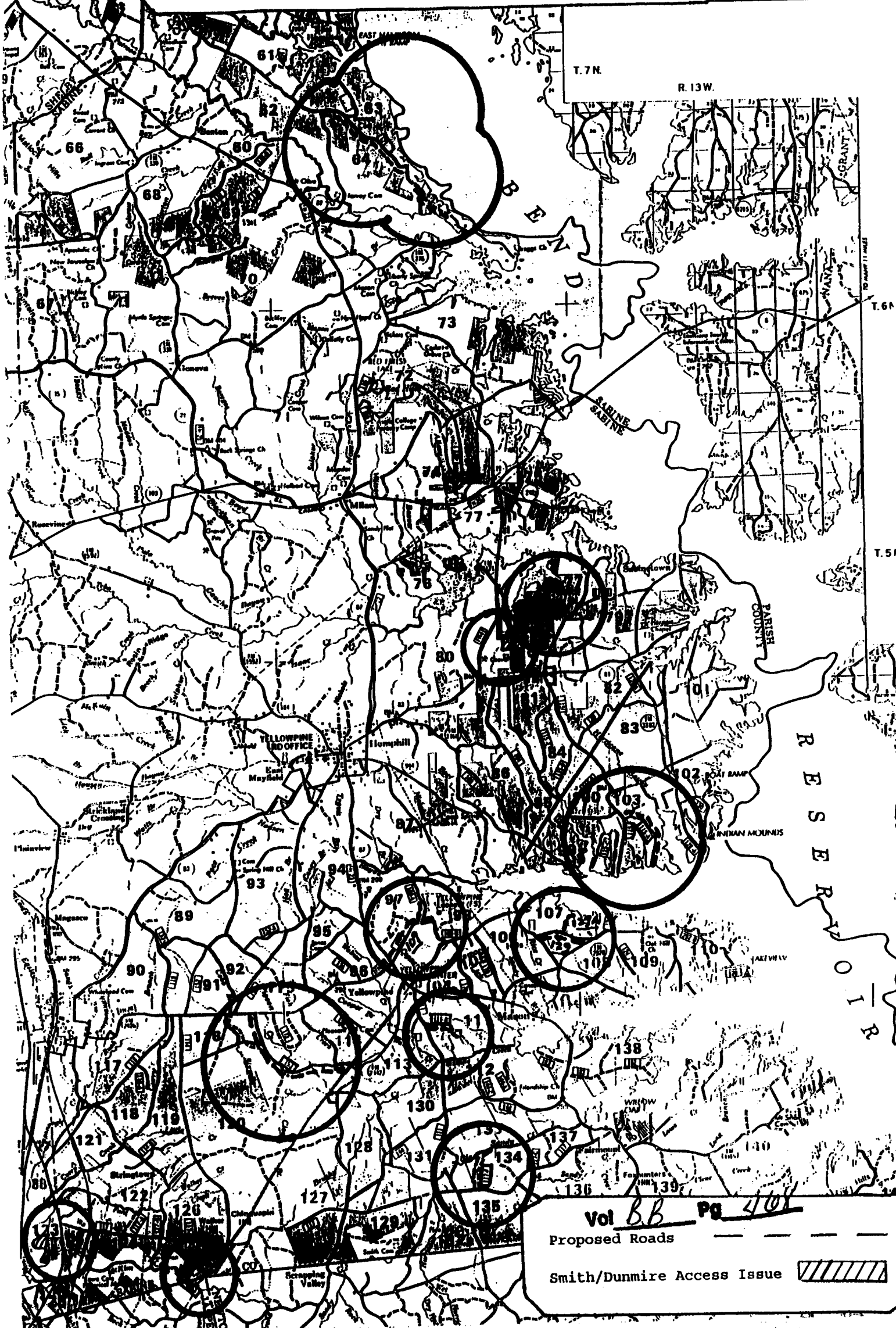
- FDR 117F (1.1 mi.) Cemetery - Co. take Lynn<sup>or</sup> new addition
- L -FDR 129 (1.5 mi.) and FDR 129A (0.7 mi.) Lynn
- FDR 121 (3.9 mi.) Will
- FDR 153 (3.8 mi.) Lynn
- FDR 115-2 (0.9 mi.) and FDR 115A (1.8 mi.) K. take
- FDR 109 (1.7 mi.) and 109A (0.4 mi.) Holdoff
- FDR 111A (0.9 mi.) For. ser. Keep
- FDR 172 (1.2 mi.) K. take

- 10:30-10:45 - Break
- 10:45-11:15 - Public Road Status/Access to isolated private tracts.  
Issues: Johnny Smith access situation.  
Susan Dunmire - FDR 117D, Don Woods road.
- 11:15-11:30 - Status of Forest Service proposed office/ visitor information center along SH 21.
- 11:30- - County Issues/Concerns for discussion.

SABINE NATIONAL FOREST  
SABINE COUNTY

Proposed Forest Service Roads for County Maintenance

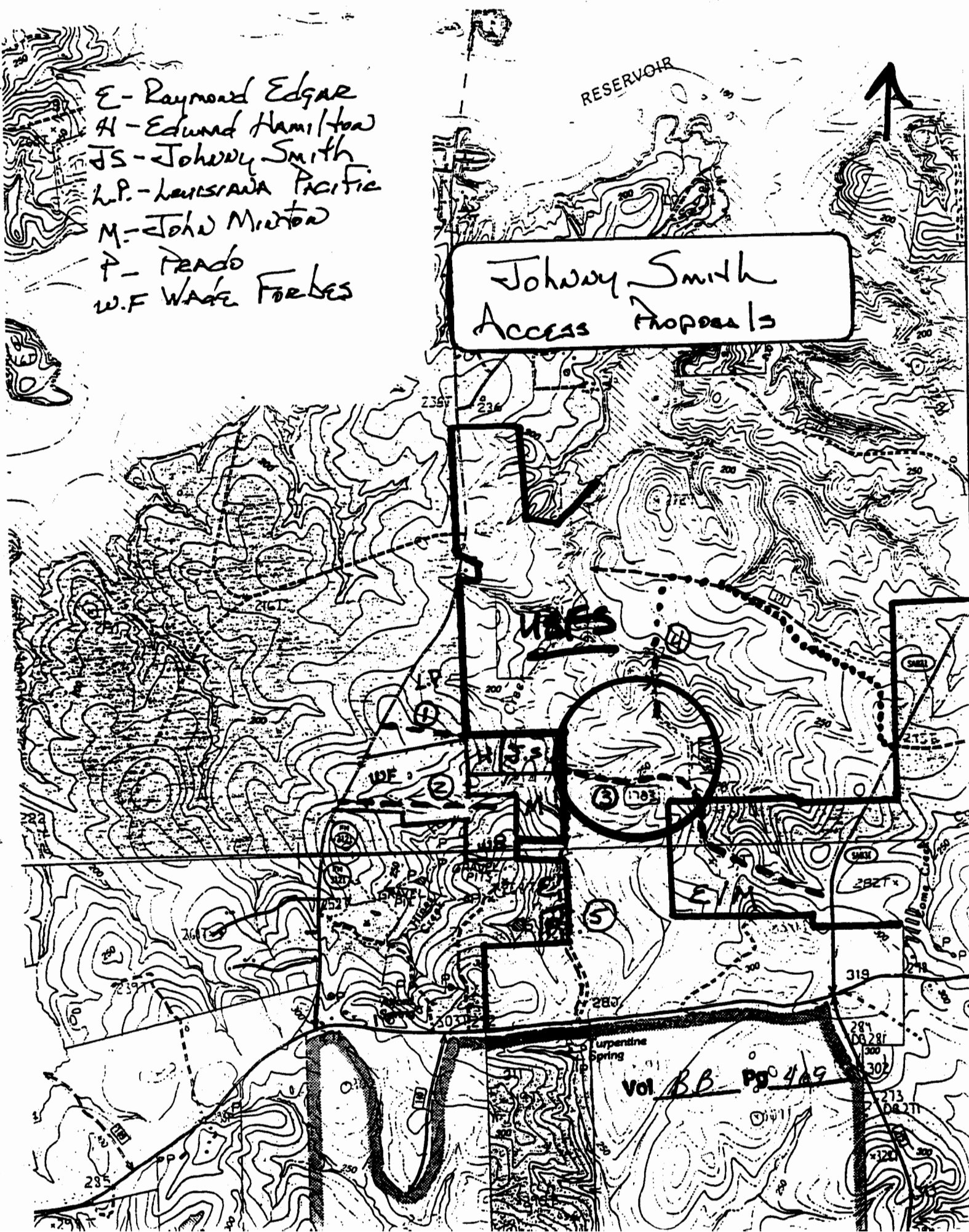
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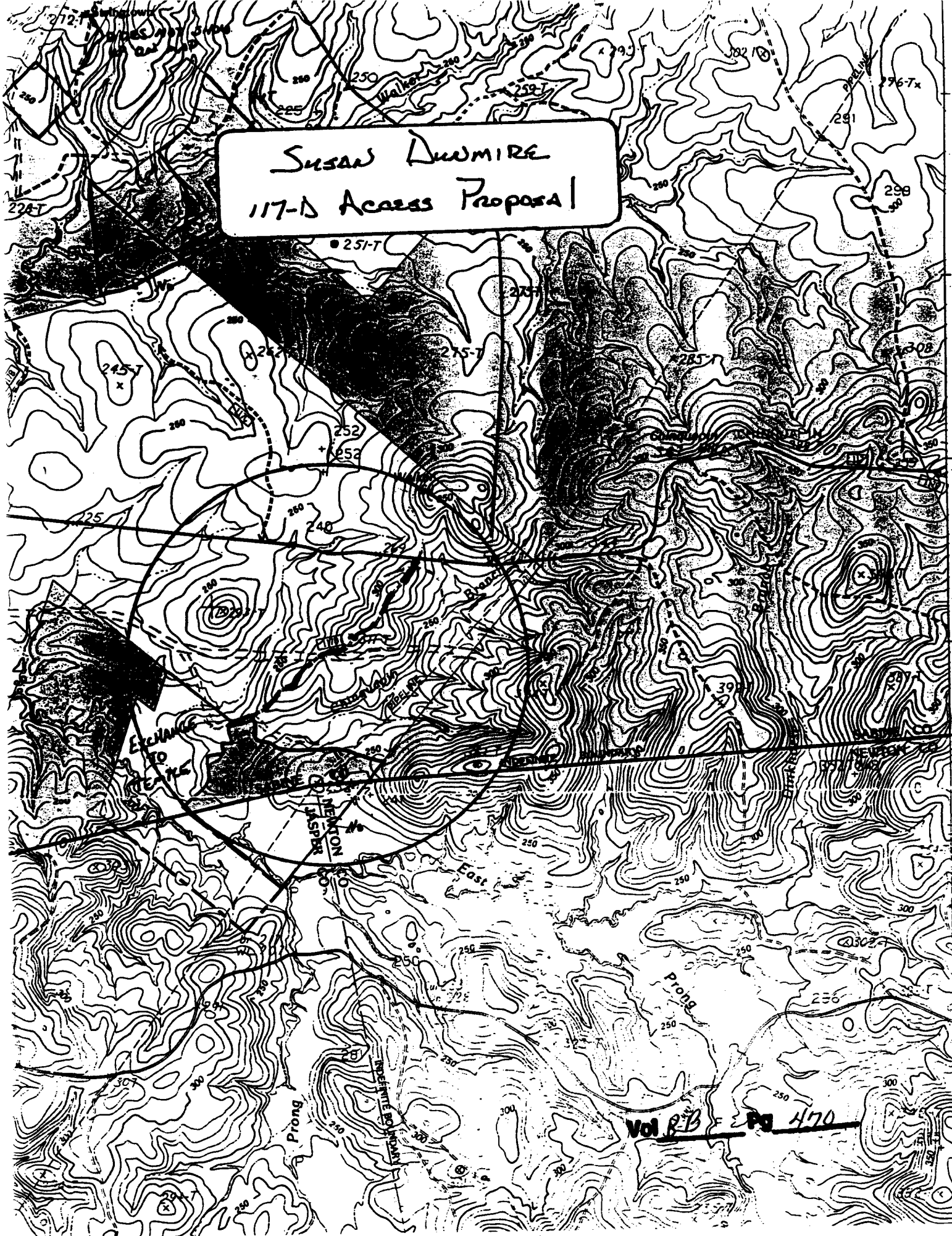
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Proposed Roads  
Smith/Dunmire Access Issue

E - Raymond Edgar  
 H - Edward Hamilton  
 JS - Johnny Smith  
 L.P. - Louisiana Pacific  
 M - John Milton  
 P - Prado  
 W.F. Wade Forbes

Johnny Smith  
Access Proposals



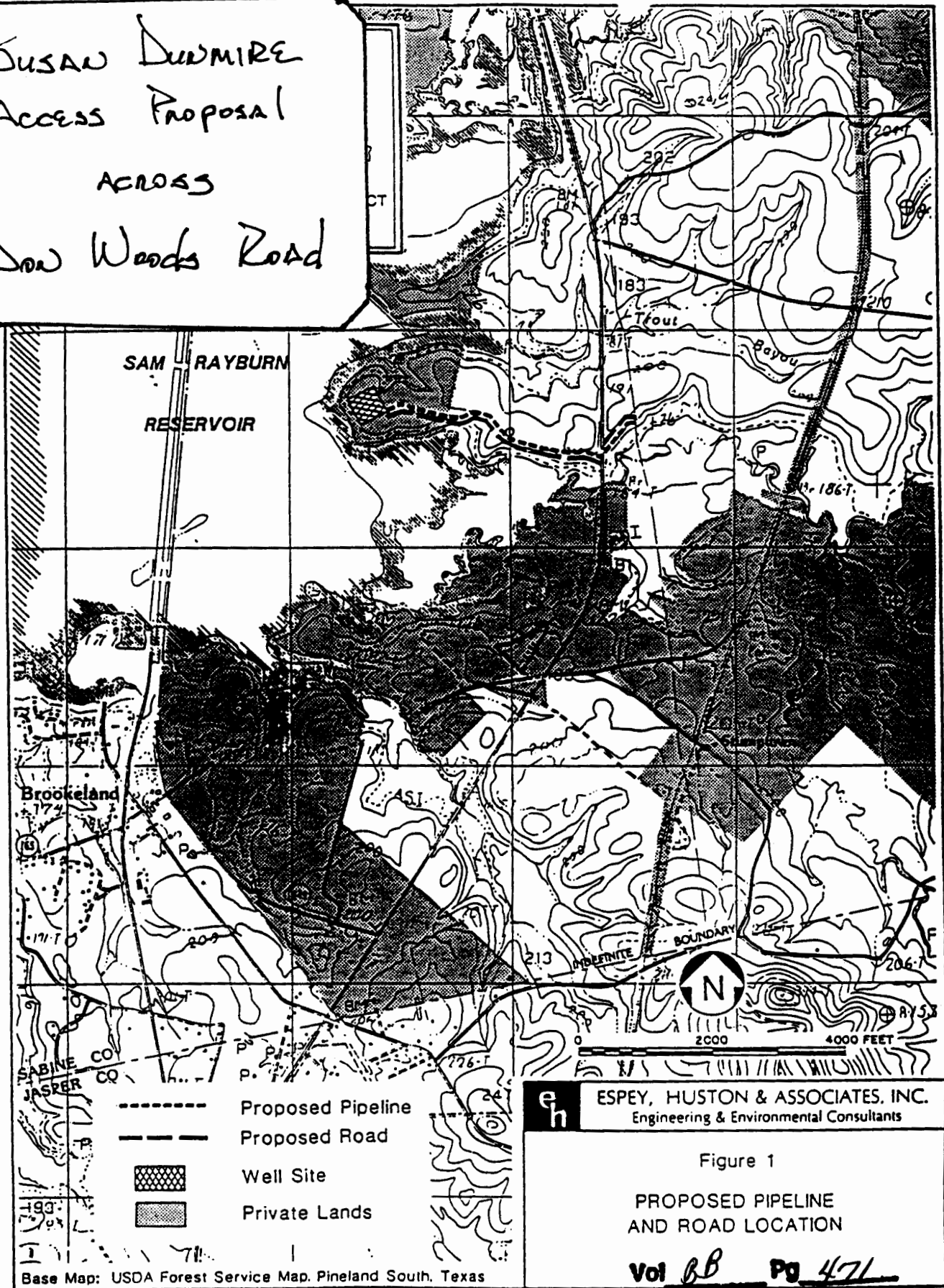
SUSAN DUMIRE  
117-D Access Proposal



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SUSAN DUMMIRE  
 Access Proposal  
 ACROSS  
 Dow Woods Road



Ref 3

Base Map: USDA Forest Service Map, Pineland South, Texas

**eh** ESPEY, HUSTON & ASSOCIATES, INC.  
 Engineering & Environmental Consultants

Figure 1  
 PROPOSED PIPELINE  
 AND ROAD LOCATION

FOREST DEVELOPMENT ROAD COOPERATIVE AGREEMENT  
SABINE COUNTY

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U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

STATE OF TEXAS, SABINE COUNTY

FOREST DEVELOPMENT ROAD COOPERATIVE AGREEMENT

Parties to Agreement: This agreement, made and entered into this the 27 day of September, 1976, by and between the Forest Service, U.S. Department of Agriculture, hereinafter called "Forest Service", and the County of Sabine hereinafter called the "Cooperator".

Purpose of Agreement: The purpose of this agreement is to set forth the general terms and conditions, acceptable to the parties hereto, for the cooperative planning, survey, design, construction, reconstruction, improvement, and maintenance of certain Forest development roads in Sabine County, State of Texas, pursuant to the provisions of 23 U.S.C. 205 and the regulations issued by the Secretary of Agriculture.

The Congress has, from time to time, authorized and appropriated funds for "Forest development roads and trails", which are defined in 23 U.S.C. 101 as "those Forest roads or trails of primary importance for the protection, administration, and utilization of the National Forests, or where necessary, for the use and development of the resources upon which communities within or adjacent to the National Forests are dependent." Recognizing that substantial benefits will accrue to the Nation and to the State from the construction, reconstruction, improvement, maintenance, and use of certain Forest development roads and roads on the State or local road system over which the Cooperator has jurisdiction, and further that such roads carry substantial volumes of public service traffic as well as National Forest traffic, and further that the Cooperator has road construction, reconstruction, improvement, maintenance, and right-of-way acquisition facilities available to assist in the accomplishment of the work it is accordingly deemed fitting and desirable to the parties hereto to express by this instrument the general terms of their mutual cooperation in that regard to achieve the maximum benefits therefrom in the public interest.

1. Intent to Cooperate. It is the intention of the parties under this agreement to cooperate as follows:

- a. Agree that certain roads under the jurisdiction of the Cooperator or the Forest Service which serve the National Forest and also carry traffic which is properly the responsibility of the Cooperator should be maintained and, if necessary, improved, to a standard adequate to accommodate safely and economically all traffic which uses such roads.

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b. Agree on the identification of roads or road segments which meet the criteria in item a above by a listing and appropriate maps.

c. Provide for formal meetings and informal consultation on a regular basis to discuss and agree on action with respect to the roads identified pursuant to item b above.

d. Provide for regular and adequate maintenance of the roads identified in item b above including the assignment of maintenance responsibilities.

e. Provide for entering into project agreements when improvement of a road under the jurisdiction of one party is to be financed in whole or in part from funds or resources provided by the other party.

f. Provide for appropriate jurisdictional status of roads through transfer of easements and acquisition of easements by the appropriate party.

2. Identification of Roads. A list of roads and segments of road which meet the criteria set forth in item 1a above is agreed upon and is marked "Schedule A" and attached as part of this agreement. Schedule A may be modified from time to time by agreement between the Cooperator and Forest Service, by adding or removing roads or road segments, or by altering the description of a road or road segment to give it a proper identity. Each such modification shall be indicated by a revised Schedule A bearing the signatures of the parties or their authorized representatives and the effective date of the revision.

3. Maintenance Plans. At the annual meeting provided for in item 6, plans for maintaining the roads listed in Schedule A will be agreed upon. Such plans shall include assignment of responsibility for maintenance or particular elements of maintenance to the Cooperator or Forest Service for each road or segment of road listed in Schedule A. To the extent practical, and subject to availability of funds, responsibility for maintenance shall be assigned in proportion to use for which each party is properly responsible.

Maintenance shall include preserving and keeping the roads including structures and related facilities as nearly as possible in their original condition as constructed or reconstructed to provide satisfactory and safe road service.

Maintenance plans shall provide for prompt changes in maintenance assignments during the period of the plan upon agreement by the parties or their designated representatives.

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4. Project Agreements. When improvement of a road listed in Schedule A is to be financed in whole or part from funds or resources provided by the party not having jurisdiction, the parties shall enter into a project agreement providing for performing the improvement work and its financing. A project agreement is not required for improvement of a road or road segment over which the party performing and financing such improvement has jurisdiction. Project agreements shall be supplements to this general agreement and subject to the agreements, provisions and conditions herein contained.

a. A project agreement shall be entered into prior to beginning of improvement or construction work for which a project agreement is required.

b. The project agreement will include the following elements:

(1) Identification of road or road segment to be improved or constructed.

(2) Plans and specifications for the project or provision for their development and subsequent agreement thereon.

(3) Schedule of construction or improvement work and designation of party or parties to perform the work.

(4) Estimates of cost of improvement or construction.

(5) Agreement as to how cost of work is to be borne including arrangements to share in the work or to deposit funds with the performing party for a share of the costs.

c. If funds are provided by the Cooperator on an advance basis for work to be performed by the Forest Service, they shall be deposited in the Treasury of the United States to the credit of cooperative work, Forest Service. Any unused balance of cooperative funds for the purposes outlined in the project agreement will be returned to the Cooperator after completion of the work performed or upon agreement of the Forest Service. If the cooperative funds are made available on a reimbursement basis as the work progresses or upon its completion, the Forest Service shall submit to the Cooperator periodic billings, but not more often than monthly, or a final billing as the case may be. The amount of cooperative funds as set forth in the project agreement shall be the maximum commitment of the Cooperator to the project unless changed by a modification of the project agreement.

d. If funds are provided by the Forest Service for work to be performed by the Cooperator, the arrangements shall be set forth in the project agreement. Payments to the Cooperator shall be made as provided for in the project agreement. If it appears that the project cost may exceed the estimate and additional funds may be needed, no obligation shall arise against the Federal Government with respect to the increased cost except by modification of the project agreement prior to incurring any commitment.

5. Rights-of-Way. Easements or other interests in land acquired by either party shall be adequate to serve the road needs of both parties. The party having jurisdiction of an existing road or intended to have jurisdiction of a road to be constructed will obtain the needed rights-of-way in its name. There shall be no provisions in any easement document that will prevent the Forest Service from using or authorizing the use of roads for which Federal funds were expended. The Cooperator must be in a position to assure the Forest Service the continuance of such uses for the period needed. The party acquiring the easement or other interest in land shall obtain such title evidence and title approval as required in its acquisitions for roads of comparable standards.

The costs of such easements or other interests in land are to be at the expense of the acquiring party.

The Forest Service will cooperate in the procurement of rights-of-way over land administered by other agencies of the United States required for any project included under this agreement and will furnish the cooperator copies of survey notes, maps, and other records.

To the extent possible under available authority, each party agrees to convey easements over lands or interests in lands it owns or administers to the other party in order to provide jurisdiction by the appropriate party as may be agreed to for any road or road segment listed on Schedule A.

6. Annual Meeting and Continuing Consultation. The Cooperator and Forest Service will meet at least once each year to review matters covered by this agreement and to agree on actions to implement this agreement including, but not limited to (1) approval of changes in the listing of roads on Schedule A, (2) approval of the annual maintenance plan, (3) approval of project agreements for construction and reconstruction, and (4) approval of transfer of jurisdiction of particular roads by easement conveyance. It is also the intent of the parties to arrange for continuing consultation between their representatives with the objective of reaching prompt agreement by the parties on all matters of mutual concern which are covered by this agreement. The Forest Supervisor of the National Forests in Texas for the Forest Service, and County Judge for the Cooperator shall be responsible for making the arrangements for formal meetings and continuing consultations.

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7. Modification and Termination.

- a. This agreement may be modified by mutual consent.
- b. This agreement may be terminated by either party upon at least 30 days prior written notice, except that such termination shall in no way affect or change any commitment made authorizing the use of roads or rights-of-way for purposes for which Federal funds were expended, or any operation in progress at time of notice, and provided that, such termination shall in no way affect the agreement of the parties hereto with respect to any obligations incurred under the agreement until a full settlement has been made.

8. Miscellaneous.

- a. It is understood that any default by a permittee or other authorized road user creates no liability on the part of the Forest Service.
- b. Nothing herein contained shall be construed to obligate the Forest Service or the Cooperator beyond the extent of available funds allocated or programmed for this work, or contrary to applicable laws, rules, and regulations.
- c. No member of, or delegate to, the Congress, or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefits that may arise therefrom, unless it is made with a corporation for its general benefit.
- d. Where applicable any contract, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of Federal laws, Executive orders and Regulations.

This agreement shall be effective as of the date above written and shall supersede all prior existing agreements, if any, for the same roads.

COUNTY OF SABINE  
(Name of Cooperator)

FOREST SERVICE  
DEPARTMENT OF AGRICULTURE

W. P. Lowe  
COUNTY JUDGE

J. G. R. ...  
FOREST SUPERVISOR

SCHEDULE A

The following roads are hereby designated in accordance with Item 2, of the Sabine County, Texas, Forest Development Road Cooperative Agreement dated September 27, 1976.

I. U.S. Forest Service - Road Maintenance Jurisdiction.

<u>ROAD NO.</u>	<u>ROAD NAME</u>	<u>LENGTH</u>	<u>TERMINI</u>
FS 111-1	Ross Youngblood	0.9 Mile	From Hwy. 83 South 0.9 Mi. to FS 154.
FS 111-2	Ross Youngblood	3.3 Miles	From FS 154 South 3.3 Mi.
FS 114	Gum Springs	5.9 Miles	From FM 2426 South 5.9 Mi. to FS 117.
FS 114-C	McElroy Cemetery	0.62 Mile	From FS 114 West 0.62 Mi. to McElroy Cemetery.
FS 115-2	Bayou	5.7 Miles	From FM 83 South 5.7 Mi.
FS 115-C	Busby	1.4 Miles	From FS 115-2 West 1.4 Mi.
FS 121-1	Patroon Bayou	4.4 Miles	From Shelby-Sabine County Line Southeast 4.4 Mi. to June Smith Road.
FS 128	Koch	6.5 Miles	From FS 115-2 East & South 6.5 Mi.
FS 133	Turkey	2.5 Miles	From FM 83 Southeast 2.5 Mi. to FS 152.
FS 144	Bowie	6.7 Miles	From FS 117 Northeast 6.7 Mi. to SH 87.
FS 152	Moore Plantation	5.0 Miles	From FM 2426 to FM 2426.
FS 153	Rice	3.8 Miles	From FM 2426 Southeast 3.8 Mi. to FM 2443.
FS 154	Walnut Creek	0.8 Mile	From FM 2443 East 0.8 Mi. to FS 111-2.



II. Sabine County - Road Maintenance Jurisdiction.

<u>ROAD NO.</u>	<u>ROAD NAME</u>	<u>LENGTH</u>	<u>TERMINI</u>
1	Bill Lowe	4.0 Miles	To U.S. #96.
2	Bradshaw	.55 Mile	To D.E.
3	Crowell	2.0 Miles	To W.H. Morrison's Place.
4	M.L. Chance	1.0 Miles	To R.V. Crowell's Place.
5	Scrapping Val.	5.3 Miles	To County Line.
6	Marcus Hyden	.26 Mile	To P.B. Tract S-20e.
7	Clarktown	1.25 Miles	To P.B. Tract S-20d.
8	Clerk Cemetery	.76 Mile	To Clark Cemetery.
9	Tram Road	.72 Mile	To P.B. Tract S-2k-II.
10	Madie Duhan	.25 Mile	To P.B. Tract S-2k-II.
11	Yellowpine La.	1.75 Miles	To F.M. 2928.
12	R.E. Smith	1.80 Miles	To P.B. Tract S-2k-II.
13	Mason Town	.40 Mile	To Toledo Bend Lake.
14	Gateway Meadow	1.55 Miles	To Mr. Bobbitts.
✓15	Lakeview	2.28 Miles	To Old Devil's Tower Site.
16	Dixon	.65 Mile	To Nelson Dixon.
17	Hammock's #1	.40 Mile	To P.B. Tract S-2k-II.
18	Hammock's #2	.30 Mile	To P.B. Tract S-2k-II.
19	Gilley	2.0 Miles	To P.B. Tract S-2k-II.
20	McDaniel	.60 Mile	To McDaniel's Place.
21	Albert Arthur	2.05 Miles	To South P.B. Tract S-2q-II.

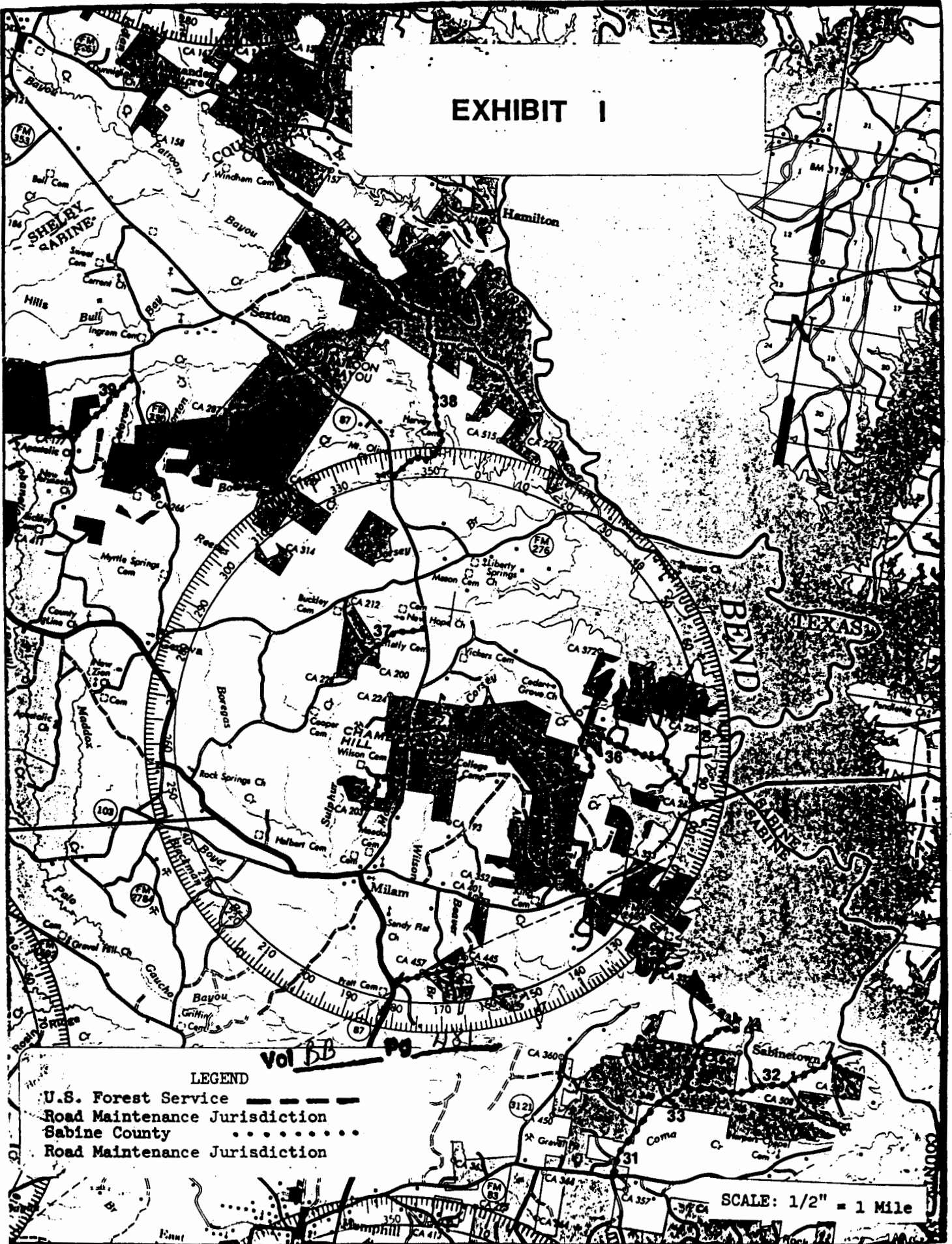
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<u>ROAD NO.</u>	<u>ROAD NAME</u>	<u>LENGTH</u>	<u>TERMINI</u>
22	Camp Springs Ch.	.95 Mile	To Arthur Road.
23	Hives McGown	.28 Mile	To P.B. Tract S-2q-I.
24	Ladner	.52 Mile	To H.O. Ladner.
25	Rathburn	.19 Mile	To Marion Rathburn.
26	Kinsey Daniel	.2 Mile	To N.P.B. Tract S-2k-III.
27	Dayton Godwin	1.1 Miles	To Dayton Godwin's House.
28	Harper's Ridge	3.05 Miles	To R.E. Butler's.
29	El Camino Bay	1.50 Miles	To P.B. Tract S-2j-III.
30	Howard Low	.79 Mile	To N.P.B. Tract S-47.
31	Old FS #115	3.55 Miles	To Toledo Bend Lake.
32	Sabinetown	3.70 Miles	To P.B. Tract S-16.
33	Landfill	.35 Mile	To Sanitary Landfill.
34	Davidson	1.3 Miles	To E.P.B. Tract S-2Ah.
35	Jack Wilson	1.2 Miles	To S.P.B. Tract S-1Bh.
36	Mary Williams	4.5 Miles	To Texas #21.
37	Gellatly	1.3 Miles	To Gellatly Cemetery.
38	June Smith	3.6 Miles	To FS #121.
39	Boggy	2.40 Miles	To FS #108.

Said roads are further depicted on maps marked Exhibits 1 and 2, attached hereto and made a part hereof.

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EXHIBIT I



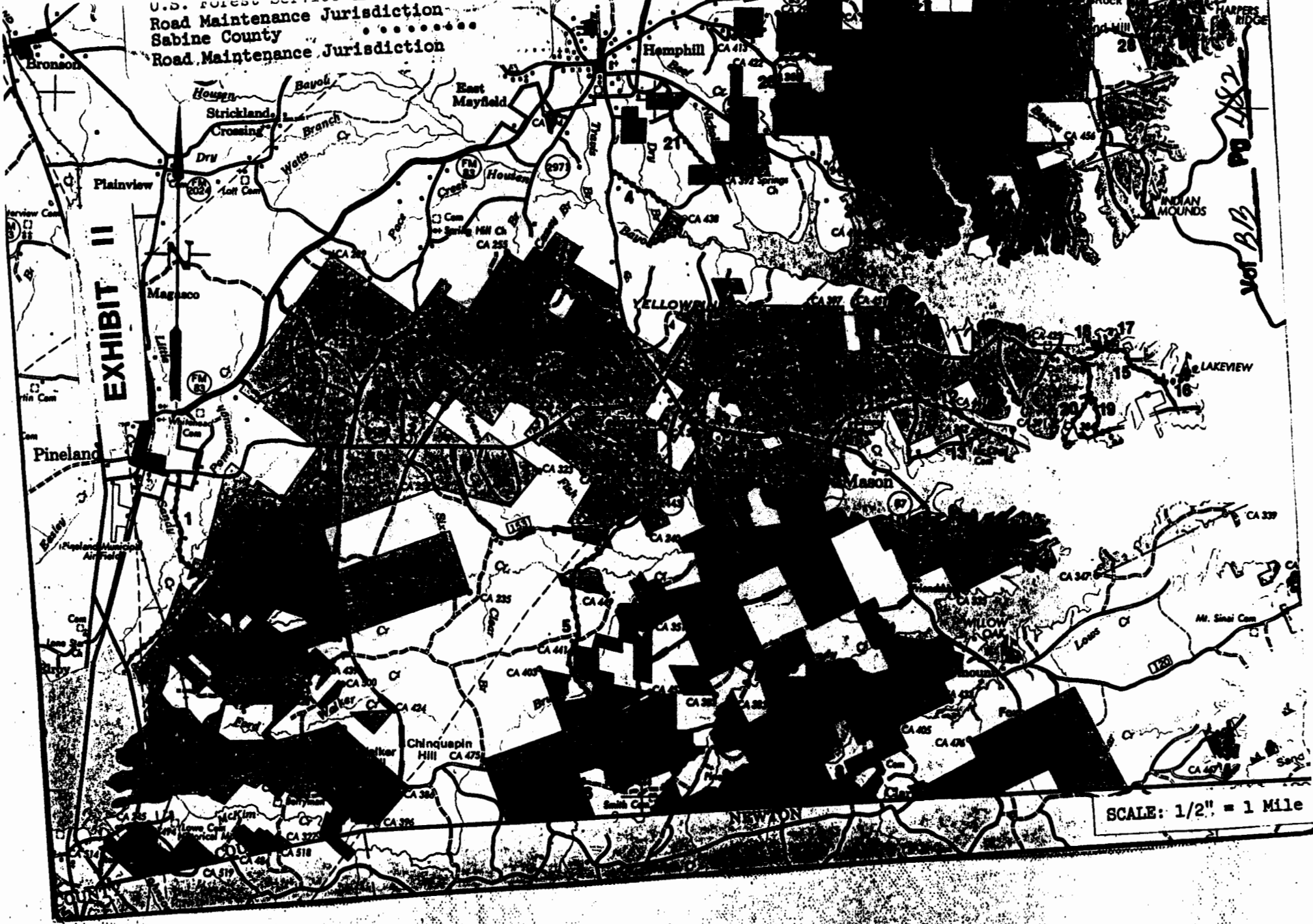
- LEGEND
- U.S. Forest Service
  - Road Maintenance Jurisdiction
  - Sabine County
  - Road Maintenance Jurisdiction

SCALE: 1/2" = 1 Mile

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U.S. FOREST SERVICE  
Road Maintenance Jurisdiction  
Sabine County  
Road Maintenance Jurisdiction

EXHIBIT II



SCALE: 1/2" = 1 Mile

SCHEDULE B  
PROJECT AGREEMENT

Forest Development Road Cooperative Agreement  
Sabine County, Texas

Whereas, Sabine County, Texas, hereinafter called "Cooperator", and the Forest Service, U.S. Department of Agriculture, hereinafter called "Forest Service", on the \_\_\_\_\_ day of \_\_\_\_\_, 1976, entered into a Forest Development Road Cooperative Agreement, hereinafter called "Agreement", providing for cooperative planning, survey, design, construction, reconstruction, improvements, maintenance and use of certain Forest Development Roads in Sabine County, and

Whereas, said agreement provides for supplementing it by a project agreement when improvements of a road are to be financed in whole or in part from funds or resources provided by the party not having jurisdiction, and

Whereas, the parties thereto now agree that the road hereinafter described is such an improvement project,

NOW, THEREFORE, in accordance with the provisions of said Agreement, the parties agree as follows:

1. Identification of Road

2. The Cooperator Agrees To

SABINE COUNTY

Executed September 27, 1976

Between  
County of Sabine  
and  
National Forests in Texas, USDA

The parties hereto have mutually agreed to amend this agreement as follows:

Preamble, second paragraph:

Delete 23 USC 205 and insert 16 USC 532, 535.

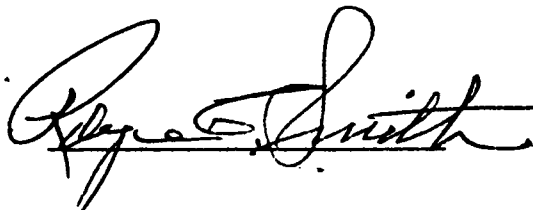
Preamble, third paragraph:

Delete text beginning with --- "Forest Development ---" on the second line through the word --- dependent" on the seventh line and insert --- "Forest Development roads within and near the National Forests and other lands administered by the Forest Service in locations and according to specifications which will permit maximum economy in harvesting timber from lands tributary to such roads and at the same time meet the requirements for protection, development, and management thereof, and for utilization of the other resources thereof."

All other provisions of the agreement referred to remain as stated.

In Witness Whereof, the parties hereto have executed this amendment as of the last date written below.

Date July 28<sup>TH</sup> 1980



County Judge

County of Sabine

Date 8/1/80



Deputy Forest Supervisor

National Forests in Texas

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3. The Forest Service Agrees To

The terms of this agreement may be modified by mutual consent.

IN WITNESS WHEREOF, the parties hereto have caused this project agreement to be properly executed by their authorized representatives on the \_\_\_\_\_ day of \_\_\_\_\_, 1976.

SABINE COUNTY, STATE OF TEXAS

FOREST SERVICE  
DEPARTMENT OF AGRICULTURE

\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
FOREST SUPERVISOR

The State Of Texas  
County Of Sabine

I HEREBY CERTIFY THAT THESE DOCUMENTS WERE FILED AND  
DULY RECORDED IN THE COMMISSIONER COURT MINUTES OF SABINE  
COUNTY, TEXAS.

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JANICE MEDANIEL COUNTY CLERK  
BY Louise Clark  
Deputy

