

Motion made, seconded and carried the County Judge be authorized and instructed to advertise for competitive sealed bids to be received 'til 10:00 o'clock A. M. April 28, 1950, and same to be opened and publicly read at that time. Said bids to be for grazing lease contract on Upshur County School lands in Throckmorton and Baylor Counties, State of Texas, same being 17,712 acres of land, more or less.

W. A. Lunsford  
 Jim Shockey  
 E. H. Shaw  
 A. B. Reynolds  
 D. W. Gatlin

April 14, 1950.

Commissioners' Court met in Special Session with all members present:

Motion made, seconded and carried that \$12.02 be allowed out of General Fund to Robert E. Williams for transportation to and from John-Sealy Hospital, Galveston, Texas, that he may receive the benefits of a psychopathic examination. County Clerk is authorized to issue warrant for such amount.

W. A. Lunsford  
 Jim Shockey  
 E. H. Shaw  
 A. B. Reynolds  
 D. W. Gatlin.

TREASURER'S REPORT

REPORT of L. L. Berry County Treasurer of Upshur County, Texas, of Receipts and Expenditures from January 1st, to March 31st, 1950, inclusive:

JURY FUND.

Balance last Report, Filed Dec. 31, 1949	\$19,223.62	
To Amount received since last Report	1,996.95	
By Amount paid out since last Report, Ex. "A"		\$ 3,574.81
Amount to Balance		<u>17,645.76</u>
	<u>\$21,220.57</u>	\$21,220.57
Balance	\$17,645.76	

ROAD AND BRIDGE FUND

Balance last Report, Filed Dec. 31st, 1949	\$24,785.51	
To Amount received since last Report	4,970.57	
By Amount paid out since last Report, Ex "B"		\$10,515.07
Amount to Balance		<u>19,241.01</u>
	<u>\$29,756.08</u>	\$29,756.08
Balance	\$19,241.01	

GENERAL COUNTY FUND

Balance last Report, Filed Dec. 31, 1949	\$45,807.74	
To Amount received since last Report	7,818.56	
By Amount paid out since last Report, Ex. "C"		\$ 9,181.57
Amount to Balance		<u>44,444.73</u>
	<u>\$53,626.30</u>	\$53,626.30
Balance	\$44,444.73	

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R & B FUND

Balance last Report, Filed Dec. 31, 1949	\$12,363.14	
To Amount received since last Report	2,505.28	
By Amount paid out since last Report,		\$ 6,664.32
Amount to Balance		<u>8,204.10</u>
	<u>\$14,869.42</u>	<u>\$14,869.42</u>
Balance	\$ 8,204.10	

R & B 2 FUND

Balance last Report, Filed Dec. 31, 1949	\$15,893.87	
To Amount received since last Report	2,327.34	
By Amount paid out since last Report		\$ 6,821.14
Amount to Balance		<u>11,400.07</u>
	<u>\$18,221.21</u>	<u>\$18,221.21</u>
Balance	\$11,400.07	

R & B 3 FUND

Balance last Report, Filed Dec. 31, 1949	\$ 8,810.47	
To Amount received since last Report	2,453.98	
By Amount paid out since last Report		\$ 7,821.28
Amount to Balance		<u>3,443.17</u>
	<u>\$11,264.45</u>	<u>\$11,264.45</u>
Balance	\$ 3,443.17	

R & B 4 FUND

Balance last Report, Filed Dec. 31, 1949	\$ 7,046.24	
To Amount received since last Report	2,327.33	
By Amount paid out since last Report		\$ 6,830.88
Amount to Balance		<u>2,542.69</u>
	<u>\$ 9,373.57</u>	<u>\$ 9,373.57</u>
Balance	\$ 2,542.69	

RD. DIST. 1B AVAILABLE FUND

Balance last Report, Filed Dec. 31, 1949	\$15,468.71	
To Amount received since last Report	3,540.49	
Amount to Balance		\$19,009.20
	<u>\$19,009.20</u>	<u>\$19,009.20</u>
Balance	\$19,009.20	

PER. IMPROVEMENT FUND

Balance last Report, Filed Dec. 31, 1949	\$35,841.15	
To Amount received since last Report	3,993.79	
By Amount paid out since last Report		\$ 6,269.26
Amount to Balance		<u>33,565.68</u>
	<u>\$39,834.94</u>	<u>\$39,834.94</u>
Balance	\$33,565.68	

**SALARY FUND**

Balance last Report, Filed Dec. 31, 1949	\$24,247.00	
To Amount received since last Report	9,781.91	
By Amount paid out since last Report		\$11,455.36
Amount to Balance		<u>22,573.55</u>
	<u>\$34,028.91</u>	<u>\$34,028.91</u>
Balance	\$22,573.55	

**COUNTY BOND FUND**

Balance last Report, Filed Dec. 31, 1949	\$16,449.34	
Amount to Balance		<u>\$16,449.34</u>
Balance	\$16,449.34	

**RECAPITULATION**

JURY FUND,	BALANCE	\$17,645.76
ROAD AND BRIDGE FUND	"	19,241.01
GENERAL COUNTY FUND	"	44,444.73
R & B 1 FUND	"	8,204.10
R & B 2 FUND	"	11,400.07
R & B 3 FUND	"	3,443.17
R & B 4 FUND	"	2,542.69
Rd. Dist. 1B Avail. Fund	"	19,009.20
PER. IMPROVEMENT FUND	"	33,565.68
SALARY		22,573.55
COUNTY BOND		<u>16,449.34</u>
GRAND TOTAL		\$198,519.30

**LIST OF BONDED INDEBTEDNESS**

ROAD DISTRICT, SERIES #7	\$ 6,000.00
" D	56,000.00
" E	25,000.00
" F	<u>29,000.00</u>
GRAND TOTAL	\$91,000.00

All Bonded Indebtedness Assumed by State on Basis of 100% Participation. No

Future Payments will be required from Upshur County,

THE STATE OF TEXAS |  
COUNTY OF UPSHUR |

BEFORE ME, the undersigned authority, on this day personally appeared L. L. Berry, County Treasurer of Upshur County, Who being by me duly sworn, upon oath, says that the within and foregoing report is true and correct.

L. L. Berry, County Treasurer.

Sworn to and subscribed before me, this 18 day of April, 1950.

James Poole, Clerk,  
County Court Upshur County, Texas.

Seal.

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

BEFORE ME, James Poole, County Clerk, Upshur County, Texas, on this day personally appeared W. A. Lunsford, County Judge, Jim Shookey, Commissioner Precinct No. 1; E. H. Shaw, Commissioner Precinct No. 2; A. B. Reynolds, Commissioner, Precinct No. 3; and D. W. Gatlin, Commissioner, Precinct No. 4; who after being duly sworn by me state under their oath, that they have examined the foregoing County Treasurer's Report, of Upshur County, Texas, and find the same to be correct to the best of their knowledge and belief.

James Poole, County Clerk, Upshur County, Texas  
W. A. Lunsford, County Judge  
Jim Shookey, Commissioner No. 1  
E. H. Shaw, Commissioner No. 2  
A. B. Reynolds, Commissioner No. 3  
D. W. Gatlin, Commissioner No. 4

SUBSCRIBED AND SWORN TO BEFORE ME, this 19 day of April, A. D. 1950.

James Poole, County Clerk, Upshur County,  
T E X A S

Seal.

FILED FOR RECORD April 19, 1950 at 3:12 o'clock P. M.

Recorded on this April 21, 1950, at 10:15 o'clock A. M.

APRIL 28, 1950.

Commissioners' Court met in Special Session at 10:00 o'clock A. M. with all members present.

In keeping with advertisements Bids were received until above date and hour and at that time were opened and publically read on Upshur County School Lands located in Throckmorton and Baylor Counties, State of Texas, being 17,712 acres of land, more or less, for grazing contract as follows to wit:

- J. A. Young & Sons \$1.02 per acre per annum
- Allen McColland \$1.05 per acre per annum
- E. S. Pritchard - indefinite per acre per annum
- Curtis B. Richardson \$1.26 per acre per annum.

Motion made, seconded and carried unanimously to accept the Bid of Curtis B. Richardson as the best bid offered and contract is awarded to the said Richardson. Bids and advertisements are on file in County Clerk's office. Copy of contract follows:

"The State of Texas §  
County of Upshur § KNOW ALL MEN BY THESE PRESENTS:

That this lease contract and agreement for grazing purposes, made and entered into by and between Upshur County, Texas, hereinafter referred to as Lessor, acting herein by and through the Commissioners' Court of Upshur County, Texas, pursuant to an order of said court duly made and entered upon the minutes of said court on April 28, 1950, and Curtis B. Richardson of Throckmorton Texas, hereinafter referred to as Lessee, and in consideration of the mutual promises and agreements herein set forth, WITNESSETH:

1. That said Upshur County, Texas, hereby leases and lets to the said Curtis B. Richardson for grazing purposes only, and for a term of Two years beginning the 1st day of June, 1950, and ending on the 1st day of June, 1952, the following described lands, to wit:

Lying in the Counties of Throckmorton and Baylor and State of Texas, and being

ABC364

17,712 acres of land, more or less, being the same land conveyed or patented to Upshur County, by the State of Texas, by patent numbers, to-wit:

1st. Two leagues of land granted to the Commissioners' Court of Upshur County, by patent No. 494, Vol. 11, dated July 5th, 1856, being Abstract No. 825, and to which patent and the record thereof in the general land office in Austin, Texas, reference is here made and said record is made a part hereof for full description of said land including field notes.

2nd. Two leagues of land situated in Baylor and Throckmorton Counties, granted by the State of Texas, to the Commissioners' Court Upshur County, by patent No. 722, Vol. 12, being Abstract No. 567, and to which patent and the record thereof in the general land office in Austin, Texas, reference is here made for further description and field notes and said record is made a part hereof for full description of said land. Said four leagues of land being known as Upshur County School land and located in Throckmorton and Baylor Counties.

II. The rental for such lease is and shall be the sum of One & 26/100 (\$1.26) per acre per year, or a total of \$44,634.24, payable in two annual installments of equal amount, the two installments are due on or before June 1, 1950, and June 1, 1951. All sums to be paid by Lessee hereunder are to be paid at Gilmer, Texas.

III. Failure upon the part of the said Curtis B. Richardson to pay any of said installments of rental when due hereunder shall entitle Upshur County, Texas to forfeit the balance of the term of this lease at the option of said county, Texas, acting by and through its Commissioners' Court. In such event and in case said land shall then be let for grazing purposes for the remainder of the term herein mentioned, then and in such event the said Curtis B. Richardson shall be liable for the balance, if any, remaining as unpaid difference between the rental provided for in this lease and the amount for which said county may let such land for grazing purposes only in case of such forfeiture.

IV. All improvements heretofore made and now on the herein leased lands shall remain the property of Upshur County, Texas, and all improvements that may be made thereon by Lessee, his heirs and assigns, during the term of this lease, shall become the property of Upshur County, Texas, upon the expiration of this lease from any cause. This includes all fences, cross-fences, corrals and tanks, as well as any and all other improvements which may be now upon or may hereafter be made or placed upon said lands, all of which are intended to be covered hereby in the same manner as if fully, definitely and particularly set forth, itemized and described herein.

It is understood and agreed, however, in this connection, that if any outside fencing is necessary upon said lands, then and in said event Upshur County, shall bear the reasonable cost thereof which may be deducted from any succeeding rental payment hereunder, by lessee, Curtis B. Richardson in the event he does such fencing or cause it to be done. Provided, however, that no such charge shall be made against Upshur County without first the approval for such fencing being given by the Commissioners' Court of said Upshur County. PROVIDED HOWEVER, that in the event outside fencing is necessary upon said lands where same was caused by negligence of the Lessee, no expense shall be borne by the said Upshur County in improving same.

V. It is distinctly and expressly understood and agreed that Lessor, Upshur County, Texas, specifically reserves and excepts all oil, gas and other minerals in, to, underlying and that may be produced from the above described lands, and all such oil, gas and other mineral rights are specifically excepted and reserved to the lessor county.

VI. The rights of Lessee hereunder shall be subordinate and subject to the rights of Upshur County, Texas, and its lessees and assigns, under any valid or subsisting lease or leases for oil, gas and other mining purposes, to mine, drill and explore the above described

lands for oil, gas and other minerals and to produce, save, market and remove same therefrom, and to lay, erect, construct, build, maintain and operate such pipe lines, telephones and telegraph lines, houses and structures as may be necessary and proper for the drilling, mining, and exploring of said lands for oil, gas and other mineral purposes, producing, saving, marketing and removing the same therefrom.

In no event, however, shall any such mineral lessee from the Lessor County, or the heirs or assigns of such mineral lessee, have the right to use water on the above described lands from any water hole, wells, creeks or tanks now on said land or which may be constructed thereon by lessee, Curtis B. Richardson or his heirs or assigns.

It is understood and agreed by the parties hereto that Lessee shall have the right to sub-let all or any portion of the above described premises for grazing purposes only, and that all the covenants, terms and conditions of this lease shall extend, apply to and firmly bind the heirs, successors and assigns of the respective parties hereto as fully as the respective parties are themselves bound; but that no sub-lease or assignment by the Lessee shall in any manner release him from his liability and obligation to pay the rentals provided for by this lease.

IN TESTIMONY WHEREOF these presents are executed in triplicate, either copy of which shall have all the force and effect of an original, on this the 28 day of April A. D. 1950.

- W. A. Lunsford County Judge
- Jim Shockey Comm. Prec't #1
- E. H. Shaw Comm. Prec't #2
- A. B. Reynolds Comm. Prec't #3
- D. W. Gatlin Comm. Prec't #4

Forming and Constituting the Commissioners' Court of Upshur County, Texas, and acting for and in behalf of said County.

LESSOR

Curtis B. Richardson

LESSEE

THE STATE OF TEXAS |  
COUNTY OF UPSHUR |

BEFORE ME, the undersigned authority, on this day personally appeared W. A. Lunsford County Judge of Upshur County, Texas, Jim Shockey, Commissioner of Precinct No. 1, E. H. Shaw, Commissioner of Precinct No. 2, A. B. Reynolds, Commissioner of Precinct No. 3, and D. W. Gatlin, Commissioner of Precinct No. 4, of said County, known to me to be the persons whose names are subscribed to the foregoing instrument, and each acknowledged to me that he executed the same for the purposes therein stated, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of April, A. D. 1950.

Mary Anne Patterson, Notary Public,  
Upshur County, Texas.

Seal.

THE STATE OF TEXAS |  
COUNTY OF UPSHUR |

BEFORE ME, the undersigned authority, on this day personally appeared Curtis B. Richardson known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of April, A. D. 1950.

ABC364