

JUNE 11, 1951.

Commissioners' Court met in regular session with all members present.

Motion made, seconded and carried that provisions of Minute of Texas Highway Department #30373 designating Farm to market road #645 from Thomas West to Wood County line and from Farm to market road #555 five miles east of Gilmer to State Road #26 at Ore City and Minute #30374 designating road, leaving State Road #154 four miles east of Gilmer southeast to Gregg County line as Farm to Market road be accepted and approved and right of way be obtained by Upshur County free of cost to State.

Motion made, seconded and carried that Precinct #3 buy Precinct #1 part in gravel loader at \$1000.00 to be paid Sept. 1, 1951.

Jim Mackey

Motion made, seconded and carried to recess the Board of Equalization until June 18, 1951.

J. E. Venn

ORDER RECESSING BOARD OF EQUALIZATION.

BE IT REMEMBERED, that the Board of Equalization for Upshur, County, Texas, having been regularly convened and being in session on this the 11 day of June A. D., 1951, the following order was upon motion of Commissioner Horace Morris duly seconded by Commissioner J. E. Venn, unanimously carried and adopted, to wit:

There being no further business now necessary to be transacted by said Board of Equalization, it is ordered that said Board do now recess until 10 o'clock A. M., the 18 day of June, A. D., 1951, at which time said Board of Equalization will further resume the transaction of such business as may then come before it.

H. L. Elwell, County Judge.

Upshur County.

11 day of June, A. D., 1951.

Filed June 11, 1951, at 2:37 o'clock P. M. James Peole, County Clerk, Upshur County.

Motion made seconded and carried to extend the grazing lease on Upshur County School land in Throckmorton and Baylor Counties for a period of five years from June 1, 1952 to Curtis Richardson at \$1.26 per acre.

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 June 11, 1951, and Curtis B. Richardson of Throckmorton, Tex. hereinafter referred to as Lessee, and in consideration of the mutual promises and agreements herein set forth, WITNESSETH:

I. That said Upshur County, Texas, hereby leases and lets to the said Curtis B. Richardson for grazing purposes only, and for a term of five (5) years beginning the 1st day of June, 1952, and ending on the 1st day of June, 1957, the following described lands, to wit:

Lying in the Counties of Throckmorton and Baylor and State of Texas, and being 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 and 26/100 Dollars (\$1.26) per acre per year, or a total of One Hundred Eleven Thousand Five Hundred Eighty-five and 60/100 Dollars (\$111,585.60), payable in five annual installments of equal amount, the five installments are due on or before June 1, 1952, and June 1, 1953, 1954, 1955, 1956. 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

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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 11 day of June, 1951.

H. L. Elwell, County Judge
 Jim Shockey, Comm. Prec't #1
 E. H. Shaw, Comm. Prec't #2
 J. E. Venn, Comm. Prec't #3
 Horace Morris, 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 H. L. Elwell, County Judge of Upshur County, Texas,

Jim Shockey, Commissioner of Precinct No. 1,
 E. H. Shaw, Commissioner of Precinct No. 2,
 J. E. Venn, Commissioner of Precinct No. 3, and
 Horace Morris, 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 11 day of June, A. D. 1951.

Loyd Towery, Notary Public in and
 for 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 11 day of June, A. D., 1951.

Loyd Towery, Notary Public in and
 for Upshur County, Texas.

Seal.

FILED FOR RECORD June 11, 1951, at 2:37 o'clock P. M.

James Poole, County Clerk, Upshur County, Texas.

Motion made, seconded and carried to rent office space from Henry Moyer at \$12.00 per month for colored County Agent and Clerk is authorized to issue check to Henry Moyer for \$8.00 this date and \$12.00 the first of each month thereafter, said warrants to be written on Permanent Improvement Fund.

Motion made, seconded and carried to issue Certificate to Federal Reserve Bank requesting withdrawal of securities receipt #453 description 2 3/4 U. S. Treasury Bonds 1951-54 value \$8,500.00.

H. L. Elwell
Jim Shockey
E. H. Shaw
Horace Morris

JUNE 15, 1951

Commissioners' Court met in Regular Session with all members present.

Motion made, seconded and carried that Common Boundary line between Commissioners' Precinct No. 1 and Commissioners' Precinct #2 be changed from its present description.

ORDER CHANGING BOUNDARY LINE BETWEEN
COMMISSIONER'S PRECINCT NO. 1 AND COMMISSIONERS'S PRECINCT NO. 2
OF UPSHUR COUNTY, TEXAS

THE STATE OF TEXAS |
COUNTY OF UPSHUR |

On this the 11 day of June, 1951, the County Commissioners' Court of Upshur County, Texas, convened in regular session, at the regular meeting place of said Court in the Court-house at Gilmer, Texas, all members of the Court, to wit:

H. L. ELWELL, COUNTY JUDGE, presiding; and
JIM SHOCKEY, COMMISSIONER, Precinct No. 1;
E. H. SHAW, COMMISSIONER, Precinct No. 2;
J. E. VENN, COMMISSIONER, Precinct No. 3;
HORACE MORRIS, COMMISSIONER, Precinct No. 4;

being present; and, among other proceedings had by said Court, were the following:

Commissioner Jim Shockey introduced the following order and moved its adoption by the Court:

That whereas the convenience of the people of Commissioners' Precincts Nos. 1 and 2 will be served if certain changes are made in the common boundary line between said precincts; therefore,

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS' COURT OF UPSHUR COUNTY, TEXAS:

That the common boundary line between Commissioner's Precinct No. 1 and Commissioner's Precinct No. 2 be changed from its present description to read as follows:

BEGINNING at the Courthouse in Gilmer, Texas; THENCE East along the North Right of Way Line of the Culberson Highway (State Highway No. 154) for a distance of two miles to the old Gilmer and Jefferson Public Road; THENCE continuing Eastwardly with the North Right of Way Line of said Gilmer and Jefferson Public Road to the East Right of Way Line of the public road running South from Stamps Community and intersecting the Gilmer and Jefferson Public Road; THENCE North along the East Right of Way Line of said public road running South from Stamps Community to the North Line of the James M. Dunn H. R. Survey of Upshur County, Texas; THENCE East with the North Line of said James M. Dunn H. R. Survey to the West Right of Way Line of State Highway No. 26; THENCE South along the West Right of Way Line of State Highway No. 26

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