

THE STATE OF TEXAS |
COUNTY OF UPSHUR |

BE IT REMEMBERED That on the 14th day of January, 1957, the Honorable Commissioners Court of Upshur County, Texas, met in regular session with the following officers and members present, to-wit:

- J. W. Bryce, County Judge;
- Jim Shockey, Commissioner of Precinct No. 1;
- Bryant Holmes, Commissioner of Precinct No. 2;
- Cloe Spencer, Commissioner of Precinct No. 3;
- Horace Morris, Commissioner of Precinct No. 4;
- R. C. Vivian, Clerk of the County Court,

said meeting being held in the Courtroom of said Commissioners at the Courthouse in Gilmer, Texas, when and where, among other proceedings, the following Resolution, Order and Decree was duly considered and adopted:

UPSHUR COUNTY SCHOOL LANDS, RESOLUTION

"Whereas, at a regular meeting of the Commissioners Court of Upshur County, Texas, held December 11, 1956, said Commissioners Court resolved to hear bids for the making of oil, gas and mineral leases upon Upshur County School Lands, including the following described lands in Baylor County, Texas, to-wit:

Being Block Nos. 53, 54, 55, 56, 57, and 76 of the J. F. Crittenden Subdivision of the North Tract of the Upshur County School Lands, containing 240 acres, more or less, which land is owned by Upshur County, Texas;

and

WHEREAS, Notice of intention to lease said lands and requesting bids therefor has been duly published in Upshur County, Texas, in a newspaper of general circulation within the County, once a week for three consecutive weeks in the manner and for the time required by law, copies of such notice and the publisher's certificate being on file with this Court; and

WHEREAS, The Court having this day examined and considered all bids submitted, and it appearing to the Court that A. R. Dillard has made a bid for a lease covering the above described lands, the lease to be for a ^{primary} term ending November 9, 1958, and so long thereafter as oil and/or gas is produced from said lands, the lease to provide for a royalty to Upshur County of 1/8th in both oil and gas; providing that if Lessee shall fail to commence or cause to be commenced a well on said lands, within one year from the date of the lease, that said lease shall terminate; providing further for an annual delay rental in lieu of drilling of \$1.00 per acre, payable on November 9th each year, in the office of the County Treasurer of Upshur County, the said bidder offering a cash bonus for the lease of \$1,800.00 payable to Upshur County, which amount was tendered with the bid, and the said bidder agreeing to accept title to said lease without further examination of abstracts; and

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STATE OF TEXAS

WHEREAS, Upon due consideration it appears to the Court that the foregoing bid is the best and highest bid received and represents the fair value of such a lease, upon a motion duly made, seconded and passed by this Court:

BE IT ORDERED AND RESOLVED That the bid of A. R. Dillard be accepted and the cash bonus for said lease having been tendered to the County Treasurer of Upshur County, it is further ordered and resolved that an oil and gas lease on behalf of Upshur County to the said A. R. Dillard be executed and delivered to him forthwith by this Commissioners Court."

J. W. Bryce

J. W. Bryce,
County Judge

THE STATE OF TEXAS |
COUNTY OF UPSHUR |

I, R. C. Vivian, Clerk of the County Court of Upshur County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an Order of the Commissioners Court of Upshur County as the same now appears of record in the Commissioners Court Minutes of Upshur County, Texas.

To certify which, witness my hand and seal of office at Gilmer, Texas, this 14 day of January, A.D. 1957.



R. C. Vivian

R. C. Vivian,
Clerk of the County Court
Wm. Quinn, Secy

16.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 14th day of January, 1957, by and between Upshur County, Texas, a political subdivision, acting by and through the undersigned members of the Commissioners Court of said County, hereinafter called Lessor, and A. R. Dillard, hereinafter called Lessee:

hereinafter called lessor (whether one or more) and
 hereinafter called lessee
 18. WITNESSETH That the said lessor for and in consideration of One Thousand Eight Hundred and no/100
(\$1,800.00) Dollars

cash in hand paid the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid kept and performed has granted, demised, leased and let, and by these presents does grant, lease and let unto the said lessee for the sole and only purpose of exploring, drilling, mining, and operating for oil and gas and of laying pipe lines and of building tanks, tower stations and structures thereon to produce same and take care of said products all that certain tract of land situated in the county of Baylor State of Texas described as follows, to-wit:

All of Block Nos. 53, 54, 55, 56, 57, and 76 of the Crittenden Subdivision of the North Tract of the Upshur County School Lands, as per plat of record in the Baylor County Records, to which reference is here made, and containing 240 acres, more or less.

Notwithstanding any particular description it is nevertheless the intention of lessor to include in this lease and to lease hereby ~~only the land so described but also any and all other land owned or claimed by lessor in the herein named survey or surveys, or to be hereinafter surveyed, and adjoining the herein described land up to the boundaries of the adjoining landowners.~~

Primary term ending November 9, 1958

It is agreed that this lease shall remain in force for a primary term, primary term, and in consideration of the premises the said lessee covenants and agrees:

- 1st. To deliver to the credit of lessor, (free of cost, in the case time to which lessee may connect its or his wells the equal one-eighth part of all oil produced and saved from the leased premises.
- 2nd. To pay to lessor as royalty for gas from each well where gas only is found while the same is being sold or used out of the premises one-eighth of the market price at the wells of the amount so sold or used, and where such gas is not so sold or used lessee shall pay to lessor \$50.00 per annum as royalty from each of such wells and while such royalty is so paid such well shall be held to be in production; well under the above paragraph setting forth the primary term hereof lessor may have gas free of charge from any gas well on the leased premises for all street and inside lights in the principal dwelling house on said land during the time by making lessor's own connections with the well at lessor's own risk and expense.
- 3rd. To pay to lessor as royalty for gas produced from any oil well and used by lessee for the manufacture of gasoline one-eighth of the market value of such gas if such gas is sold by lessee; then lessee agrees to pay lessor, as royalty one-eighth of the net proceeds derived from the sale of said casinghead gas at the wells.

If no well be commenced on said land on or before the 9th day of November 1957 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Office of the County Treasurer of Upshur County, Texas

on the occurrence, on, in, at the Bank of Two hundred forty and no/100 (\$240.00) Dollars, which shall continue as the depository, regardless of changes in the ownership of said land the sum of Two

or its successors, which shall continue as the depository, regardless of changes in the ownership of said land the sum of Two hundred forty and no/100 (\$240.00) Dollars, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months, from said date in like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment covers not only the privilege granted to the date when said first rental is payable as aforesaid but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole then and in that event, if a second well is not commenced on said land within twelve months thereafter, this lease shall terminate as to both parties unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as heretofore provided. And it is agreed that upon the resumption of the payment of rentals, as before provided that the last preceding paragraph hereof shall continue in force just as though there had been no interruption in the rental payments.

If at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling for oil or gas, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises and drilling operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well if oil or gas shall be discovered and produced from any such well or wells drilled at or after the expiration of the primary term of this lease this lease shall continue in force so long as oil or gas shall be produced from the leased premises.

It is especially agreed that in the event that oil or gas is being produced or is obtained from said premises after the expiration of the primary term hereof and said production shall for any reason cease or terminate lessee shall have the right at any time within ninety (90) days from the cessation of such production to resume drilling operations in the effort to make said leased premises again produce oil or gas in which event this lease shall remain in force so long as such operations are continuously prosecuted, as defined in the preceding paragraph and if they result in production of oil or gas, so long thereafter as oil or gas is produced from the premises.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate or no interest therein then the royalties and rentals herein provided for shall be paid the said lessor only in proportion which lessor's interest if any bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost gas oil and water produced on said land for all operations thereon except from water wells of lessor. When requested by lessor lessee shall bury pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of the lessor. Lessee shall pay for damages caused by all operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on and premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned—and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and assignment or assignments of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them such default shall not operate to defect or affect this lease so far as it covers a part or parts of said land upon which the said lessee or any assignee thereof shall make due payment of said rents.

Lessee shall have the exclusive right to build operate and maintain pits, reservoirs, pickup stations and plants for the purpose of picking up and conducting the waste oil that flows down the creeks, ravines and across the land embraced in this lease, whether said oil is produced from land covered by this lease or other lands and lessor shall be entitled to receive the royalty heretofore received on all such oil so saved.

In case of cancellation or termination of this lease for any cause, lessee shall have the right to retain under the terms hereof twenty (20) acres of land around each oil or gas well producing being worked on or drilling hereunder (as long as such operations are continued in good faith) such tract to be designated by lessee in as near a square form as practicable.

In the event lessor considers that lessee has not complied with all its obligations hereunder both express and implied before production has been secured or after production has been secured lessor shall notify lessee in writing setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or remedy to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on and lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the filing of any suits by lessor aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessor has failed to perform all its obligations hereunder.

Title to the minerals vested in grantee under this grant shall not end or revert to grantor until there is a complete, absolute and intentional abandonment, by grantee of each and all of the purposes, expressed or implied, of this grant and every part and parcel of the premises described in this grant.

Lessee hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee shall have the right at any time to redeem for lessor by payment any mortgages, taxes or other liens or interest and other charges on the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof and to deduct amounts so paid from rentals or other payments due or which may become due under this lease.

All express or implied covenants of this lease shall be subject to all Federal and State laws, Executive orders, rules or regulations and this lease shall not be terminated in whole or in part nor lessee held liable in damages for failure to comply therewith. If any law, regulation, order, rule or regulation is promulgated or if such failure is the result of any such law, order, rule or regulation. And if from such cause lessee is prevented from exploring, drilling or reworking operations on or producing oil or gas from the leased premises notwithstanding any other provision hereof.

Lessee hereby acknowledges that he has received from lessor for his own use and reference a true and correct copy of this lease.

Lessee agrees that he will within one year from the date hereof commence, and thereafter drill a well on the above described premises in search of oil and/or gas, and upon his failure to do so this lease shall terminate and be at an end.

IN TESTIMONY WHEREOF we sign, this 14th day of January 1957

<u>County Judge</u>	<u>J. W. Bryce</u>	<u>Horace Morris</u>
<u><i>J. W. Bryce</i></u>		<u>Cloe Spencer</u>
		<u>Bryant Holmes</u>
		<u>Jim Shockey</u>
		<u>Commissioners</u>

20.

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Upshur

BEFORE ME, the undersigned, a Notary Public,

in and for said County, Texas, on this day personally appeared
HORACE MORRIS, CLOE SPENCER, BRYANT HOLMES, JIM SHOCKEY and
J. W. BRYCE

known to me to be the persons whose names subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 14 day of January, A. D. 1957

(L.S.)

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF _____

BEFORE ME, the undersigned a Notary Public,

in and for said County, Texas, on this day personally appeared _____ and _____

his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____

wife of the said _____ having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A. D. 19____

(L.S.)

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public,

in and for said County, Texas, on this day personally appeared _____, wife of _____

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A. D. 19____

(L.S.)

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public,

in and for said County, Texas, on this day personally appeared _____

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said _____

a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A. D. 19____

(L.S.)

No. _____	OIL AND GAS LEASE		County, Texas
	FROM	TO	
Dated _____	No. Acres _____	Term _____	FILED
This instrument was filed for record on the _____ day of _____ 19____ at _____ o'clock			County Clerk
Volume _____	of the records of this office.		Deputy.
When recorded return to _____			MARTIN Stationery Co., Dallas

- TREASURER'S QUARTERLY REPORT

BY H. A. Wheeler COUNTY TREASURER 21
 FROM Oct. 1 TO Dec. 31 INCLUSIVE

	Balance Last Report	Am't Rec Since Last Report	Disbursements	Transfers In	Transfers Out	BALANCE
1 General	\$ 13,904.38 ⁴ †	\$ 55,342.83	\$ 23,369.14		50.00	\$ 45,827.77
2 Salary	3,978.40	23,169.79	20,537.44			11,610.75
3 R&B	38,123.92	95,236.81	13,925.37		8,000.00	111,535.36
4 R&B 1	16,927.54	5,973.37	16,331.00	2,000.00		9,569.91
5 R&B 2	9,525.01	5,988.69	13,506.48	2,000.00		3,815.22
6 R&B 3	11,495.32	7,256.88	14,163.96	2,000.00		6,588.24
7 R&B 4	17,201.96	6,190.70	14,527.87	2,000.00		3,864.79
8 Perm Imp	1,147.17	7,918.96	2,1701.80	50.00		6,414.33
9 Perm School	4,325.80	2,380.00				6,705.80
10 Social Sec	3,631.74		3,466.07			168.67
11 Jur	2,123.31	1,610.99	1,631.62			2,099.68
12 R&B 3A Int & Skg	6,966.57	3,878.66				10,845.23
13 R&B 1B Avail	9,559.23					9,569.13
14 Road Dist 1-C Avail						
15 Road Dist 1-C Int & Skg						
16 Upshur Law Library	19.75	92.00				111.75
17						
18						
19						
20 Total	\$ 131,943.00	\$ 221,039.68	\$ 124,229.05	\$ 8,050.00	\$ 8,050.00	\$ 228,753.63

LIST OF BONDS AND OTHER SECURITIES ON HAND
 PERMANENT SCHOOL FUND

4 U. S. Saving Bonds @ \$500.00	\$ 2,000.00
5 U. S. Saving Bonds @ \$1000.00	5,000.00
3 Series J Bonds @ \$1000.00	3,000.00
3 Series J Bonds @ * 100.00	300.00
TOTAL ALL BONDS	\$ 15,300.00

UPSHUR COUNTY
TREASURER'S
QUARTERLY REPORT

Covering Period
From OCT. 1 - 31 - 1956
to DEC. 31 - 1956 inclusive
Date Filed 1-12-1957

By *H. A. Wheeler*
County Treasurer, Upshur County

FILED
JAN 12 1957
R. C. VIVIAN
CLERK UPSHUR COUNTY

22
1014
THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME the undersigned authority on this day personally appeared
H. A. Wheeler County Treasurer of Upshur County
who being by me duly sworn upon oath says that the within and foregoing report is true and correct.

H. A. Wheeler County Treasurer

SWORN TO AND SUBSCRIBED before me this 12 day of Jan 1957

R. C. Vivian Clerk
Clerk of Court Upshur County Texas

BEFORE ME R. C. Vivian County Clerk Upshur County Texas on this day
personally appeared J. W. Bryce County Judge Jim Shockey
Commissioner Precinct No 1 Arvant Holmes Commissioner Precinct No 2
Clay Spencer Commissioner Precinct No 3 and Harace Morris
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

J. W. Bryce
County Judge

Jim Shockey
Commissioner Precinct No 1

Arvant Holmes
Commissioner Precinct No 2

Clay Spencer
Commissioner Precinct No 3

Harace Morris
Commissioner Precinct No 4

*Pick up
from old
9pt*

SUBSCRIBED AND SWORN TO Before me this 13 day of Jan
A. D. 1957

R. C. Vivian
County Clerk Upshur County Texas



Jan. 14, 1957

Commissioners Court met in regular session with all members present. Motion made, seconded and carried to put Precious Jones on the paupers list effective now.

J. W. Bryce	Co. Judge
Jim Shockey	#1 Commissioner
Bryant Holmes	#2 "
Gloe Spencer	#3 "
Horace Morris	#4 "

Feb. 11, 1957

Commissioners Court met in regular session with all members present. Motion made, seconded and carried to put all auto's on the tax list - models from 1950 up.

J. W. Bryce
Jim Shockey
Gloe Spencer
Horace Morris

Feb. 11, 1957

Commissioners Court met in regular session with all members present. Motion made, seconded and carried to move Kelsey election box to Southwest Gilmer. Also to appoint (Senator) election officials to hold Special Election April 2, 1957.

#1	Southeast Gilmer	Matt Camp
#2	Northeast Gilmer	John Brogotti
#3	Southwest Gilmer	Henry Stropp
#4	Northwest Gilmer	Cody Yocum
#5	Glenwood	Dewey Webb
#6	Lafayette	Joe Douglas
#7	Big Sandy	Frank Honeycutt
#8	Absentee	
#9	West Mountain	Mrs. Clinton Clark
#10	Grice	Barney Dacus
#11	Bettie	Mrs. T. M. Parish
#12	Ewell	Willie Cope
#13	Simpsonville	Merritt Griffin
#14	Shady Grove	Grady Waldon
#15	Fritchett	Carl Holloway
#16	Rockey	Earnest Perdue
#18	Diana	Mrs. Lera Jones
#19	Ore City	Jim Ferguson
#20	Rhonesboro	Wayby Carlock
#21	East Mountain	C. A. Johnson
#22	Johnson Chapel	Lewis Cerro
#23	Latch	A. M. Hearn
#24	Bramley	R. D. Hackler
#25	Rosewood	Austin Hurt
#26	Coffeenville	Marshall Bassham
#27	Union Grove	Fred Watkins

J. W. Bryce	Co. Judge
Jim Shockey	#1
Gloe Spencer	#3
Horace Morris	#4
Bryant Holmes	#2

Feb. 15, 1957

Commissioners Court met in special session with all members present. Motion made, seconded, and carried to put Jessie Dean Hall and Elton Tucker on the paupers list effective now.

J. W. Bryce
Jim Shockey
Bryant Holmes
Gloe Spencer
Horace Morris

April 8, 1957

Commissioners Court met in regular session. All members present. Bids were received & opened for purchase of one motor grader and one self-propelled speed mixer. Bid of Miller-Ward Machinery Co. for motor grader accepted at price of \$5700.00 for one Allis Chalmers Model "D". Bid of Hobbs Equipment Co. accepted for self propelled speedmixer at price of \$10,000.00.