

December 23, 1957

The Commissioners Court of Upshur County, Texas met in special session December 23, 1957 to approve the following standard of eligibility for persons to receive aid through the Surplus Commodity Food program:

CITIZENSHIP

Individuals receiving aid through the Surplus Commodity Program shall be a citizen of the United States.

RESIDENCE

Individuals to be deemed eligible for Surplus Commodity aid must have been a resident of the State of Texas for at least one (1) year and in Upshur County for at least six (6) months.

INCOME & RESOURCES

Income - The income which an individual or family may have and be eligible to receive commodities will be as follows:

- 1 person - \$60.00 per month
- 2-3 persons - 120.00 per month
- 4-5 persons - 140.00 per month
- 6-7 persons - 165.00 per month
- 8-9 persons - 180.00 per month
- 10 or more add \$15.00 for each additional person.

Resources - The resources of an individual or family may own to be eligible to receive aid under this program shall not exceed the following amounts listed.

Homesteads, necessary household goods, essential transportation, face value of life insurance up to \$500.00 per person, livestock to provide home produce, and tools of trade.

All other capital resources including real estate other than home- stead, cash on hand or in bank, bonds, life insurance in excess of \$500.00 face value per person, excessive livestock, etc., shall not total more than the amounts listed as follows:

- 1 person - \$300.00
- 2 persons - 450.00
- Add \$50.00 for each additional person up to \$600.00.

PUBLIC ASSISTANCE

Eligible individuals or families will include all recipients of old age assistance, aid to the blind and aid to dependent children and their normal dependents. The term normal dependent may include any related person living with and dependent on the head of the household. Also to include totally and permanently disabled persons.

- J. W. Bryce, County Judge
- Jim Spockett, Commissioner Precinct #1
- Bryant Holmes, " #2
- Cloe Spenter, " #3
- Horace Morris, " #4

R. C. Vivian  
County Clerk, Upshur County, Texas  
Filed Dec 27, 1957

January 23, 1958

Mr. W. E. Moore, Assistant  
Director Commodity  
Distribution Division  
State Department Public Welfare  
Austin 14, Texas

Dear Sir:

This letter will be your authorization to change the standard of eligibility of the surplus commodity program of Upshur County as follows: under resources, face value of life insurance should be changed from \$500.00 per person to \$1,000.00 per person. This change has been made in the standard of eligibility filed in the commissioners court minutes of Upshur County.

Yours very truly,

J. W. BRYCE

BM:rv

2.

TEXAS STATE DEPARTMENT OF PUBLIC WELFARE

Form 500  
(Revised May 1957)APPLICATION AND AGREEMENT  
FOR  
USDA COMMODITIES

3.

Upshur

(County)

APPLICATION

File No. 12-238-10

Application is hereby made by Upshur County, Texas(referred to herein as the Recipient Agency) of (address) Gilmer, Texas

for Food Commodities made available to the State Department of Public Welfare, hereinafter referred to as "Distributing Agency", by the U. S. Department of Agriculture under the conditions provided herein. In making this application it is understood that present regulations prohibit the distribution of U.S.D.A. donated commodities to recipient agencies which in any way employ or contract for the services of a food management concern in the operation of a dining room or feeding program. Also, that should such services be engaged in the future the State Department of Public Welfare will be notified at least thirty days prior to the effective date of the attending agreement or contract.

Check type of agency below and fill in blank as to number of persons served and meals provided where applicable:

- ( ) Operating a non-profit school lunch program(s) serving \_\_\_\_\_ children of high school grade or under daily as shown on Schedule A on reverse side or attached. \_\_\_\_\_ meals per day
- ( ) Operating a non-profit child feeding program (other than a public or private school), such as summer camps, child care centers, playgrounds, and is serving \_\_\_\_\_ children daily \_\_\_\_\_ meals per day. Circle type of program or insert here \_\_\_\_\_
- ( ) A non-penal, (Private) (Public), charitable, tax-exempt institution (strike out word not applicable), serving \_\_\_\_\_ needy persons who are unable to pay the full charge for the services provided for them. In the instance of hospitals, the figure inserted above is to be arrived at by taking the total number of patient days in any normal or average month for which service is provided to persons unable to pay in full and dividing by 30.
- (X) A public agency approved by State Department of Public Welfare with 2000 persons receiving assistance from the agency. Distribution is restricted to persons eligible to receive commodities and is to be accomplished without any charge to the recipients.

## AGREEMENT

The Recipient Agency also agrees to the following terms and conditions.

1. That such food commodities will be used for their consumption and will not be sold, traded, or otherwise disposed of:
2. There will be no discrimination or segregation between paying and non-paying persons.
3. A Adequate facilities will be provided by the Recipient Agency for the handling, storing and use of the donated commodities, and records such as freight bills and receipts must be maintained on file for a period of not less than three (3) years
  - B. The Distributing Agency and the U.S. Department of Agriculture are authorized to inspect at any reasonable time the commodities in storage and the facilities or warehouses used in handling or storage of commodities, and to inspect such books and records maintained by the Recipient Agency to insure compliance with this Agreement.
4. A. Expenditures for food will not be reduced because of the receipt of such donated-food-commodities, except that this condition does not apply to Section 6 commodities distributed to schools participating in the National School Lunch Program.
  - B. Recipient Agencies distributing commodities to needy persons will not reduce the level of financial or other assistance provided such needy persons by virtue of the receipt of U.S.D.A. commodities.
5. Available commodities will be requested and accepted only in such quantities as will be fully utilized and will be receipted by a representative of the Recipient Agency.
6. The Recipient Agency agrees to abide by the instructions and regulations issued by the Distribution Agency and the U.S. Department of Agriculture regarding the storage, handling and utilization of donated commodities and to submit such reports as may be required.
7. Usable containers received with the commodities will be used for storage of commodities or returned in accordance with instructions prescribed by the Distributing Agency.
8. The Contracting Official will designate through "Certificate of Authority" the responsible person in each school, institution, hospital, etc., to make application to the Distributing Agency for proper and adequate foods for the Recipient Agency, and to insure proper handling, storage, accountability, and utilization.

- 9. A. The Recipient Agency assumes full responsibility for carrying out the terms and conditions of this agreement and will reimburse the Distributing Agency for loss, spoilage or misappropriation of foods, providing however, said loss or spoilage is due to neglect on the part of the Recipient Agency or its employees
- B. Should the recipient agency for any reason become ineligible to receive any commodity, or should the feeding program for which the application was approved end or be discontinued, the remaining inventory of the item for which the Recipient Agency is not eligible or of the unused items as it may be, will be returned to the Distributing Agency without charge or obligation.
- 10. The Recipient Agency agrees to meet assessments as levied by the State Department of Public Welfare to meet the administrative expenses of the Commodity Distribution Program as provided by law.
- 11. Either Agency may rescind this agreement upon thirty days notice in writing and the Distribution Agency may repossess all commodities on hand on the date of termination of eligibility.

Upshur County, Texas

(Name of Recipient Agency)

By: [Signature]  
(Signature of Official of Recipient Agency)

County Judge  
(Title)

Approved for the period from \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Month) (Day) (Year)

Checked in District Office \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Month) (Day) (Year)

By: J. L. Collins  
KS

APPROVED:  
State Department of Public Welfare  
By: [Signature]  
Director of Commodity Distribution

**SCHEDULE A**

Name of School (1)	Address (2)	Average Daily Attendance (3)	Average Daily Number of Meals Served		By Schools Not Participating in National School Lunch Program (6)	Able to Use Fresh and/or Dry Fruits and Juices ONLY Insert check ( ) Mark, if applicable (7)	Approximate closing date of lunch room for summer vacation (8)
			Type A (4)	Type B (5)			

**RECEIVED**  
JAN 13 1958  
State Dept of Public Welfare  
Commodity Distribution Div  
Austin, Texas

Form 500B

STATE DEPARTMENT OF PUBLIC WELFARE

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CERTIFICATE OF AUTHORITY

This is to certify that Grady Lansdale, Administrator  
 (Name) (Title)  
 is the authorized representative of the Upsbur County Commodity Program  
 (Name of Recipient Agency)  
 operating a lunch program in the \_\_\_\_\_  
 (Name of School or Institution)  
 \_\_\_\_\_, located at Gilmer Upsbur Texas  
 (City) (County) (State)

and making request to the State Department of Public Welfare for food commodities donated by the U. S. Department of Agriculture.

The authorized representative is hereby given full responsibility for all matters pertinent to the receipt, storage, and use of such food commodities, and the maintenance of all records until such time as the Recipient Agency notifies the State Department of Public Welfare of a change in authorization.

[Signature]  
 Signature of official of Recipient Agency

County Judge  
 (Title)

Jan. 9, 1958  
 (Date)

[Signature]  
 (Signature of Authorized Representative)

Administrator  
 (Title)

(Prepare and sign in Triplicate)

R C Vivian  
 County Clerk Upsbur County Texas  
 Filed Feb 5, 1958

RECEIVED

JAN 13 1958

State Dept of Public Welfare  
 Commodity Distribution Unit  
 Austin, Texas

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RESOLUTION ACCEPTING THE PROVISIONS OF  
STATE HIGHWAY COMMISSION MINUTE ORDER

THE STATE OF TEXAS |

Olinas, TEXAS

COUNTY OF Upshur |

1-7, 1958

MOTION was made by Jim Shockey and seconded by Horace Morris that the Upshur County Commissioners' Court accept the provisions contained in Minute Order No. 4395 passed by the State Highway Commission on December 3, 1957, for the improvement by the Texas Highway Department of the roads described below and that Upshur County agrees to furnish all required right-of-way free of cost to the State

1. From State 154 (near Little Cypress Creek) Northeast via Graceton to F.M. Road 1972, a distance of approximately 3.7 miles.
2. From end of F.M. Road 1973 at Glenwood, Southeast to U. S. 271, a distance of approximately 5.0 miles.

VOYE on the motion was as follows:

C.F.E.C.

- |   |   |
|---|---|
| 1. Jim Shockey - <u>Jim Shockey</u>     | 3. Cloc Spencer - <u>Clay Spencer</u>   |
| 2. Bryant Holmes - <u>Bryant Holmes</u> | 4. Horace Morris - <u>Horace Morris</u> |

WHEREUPON the motion was declared carried.

THE STATE OF TEXAS |

COUNTY OF Upshur |

I hereby certify that the foregoing is a true and correct copy of order passed by the Commissioners' Court of Upshur County, Texas, on 1-13, 1958.



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

R. C. Vivian  
County Clerk, Upshur County, Texas  
Filed Jan 13, 1958

8-54-2142

Texas Highway Department  
Right of Way Division  
Form D-15-CS-2  
Sheet 1 of 5

CONTRACTUAL AGREEMENT  
FOR  
RIGHT OF WAY PROCUREMENT  
(COUNTY FORM)

7. I.P.E. 653

STATE OF TEXAS	I	COUNTY	<u>Upshur</u>
	I	PROJECT	<u>Control 520-5</u>
COUNTY OF TRAVIS	I	ACCT. NO.	
		HIGHWAY	<u>State 155</u>

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ by and between the State of Texas, acting by and through the Texas Highway Department, hereinafter called the State, and Upshur County Texas, acting by and through its duly authorized officers under Commissioner's Court Order dated 13 day of Jan, 1958, hereinafter called the County.

WHEREAS, the State has deemed it necessary to make certain highway improvements in conjunction with Highway No. 155 located between 8 miles N. E. Gilber to 2.2 miles West of Highway 26 and \_\_\_\_\_, and which section of highway improvements will necessitate the acquisition of certain right of way, and

WHEREAS, it is agreed that such right of way purchase shall be by joint effort of the State and the County;

NOW, THEREFORE be it AGREED that acquisition of such right of way shall be in accordance with Highway Commission Minute Order No. 42113 dated May 31, 1957. The State hereby authorizes and requests the County to proceed with acquisition and the State agrees to reimburse the County for its share of the cost of such right of way providing such acquisition and reimbursement is accomplished according to the provisions outlined herein and agreed to by both parties hereto.

LOCATION SURVEYS AND PREPARATION OF RIGHT OF WAY DATA: The State, without cost to the County, will do the necessary preliminary engineering and title search in order to supply to the County the data and deed instruments required for right of way purchase.

DETERMINATION OF RIGHT OF WAY VALUES: The County agrees to make a determination of property values for each right of way parcel by methods acceptable to the County and to submit to the State's District Office a tabulation of the values so determined, signed by the appropriate County representative. Such tabulation shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, and (if a partial taking) damages to the remainder. This tabulation shall be accompanied by an explanation to support the determined values, together with copy of information or reports used in arriving at determined values. Such work will be performed by the County at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values as determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by State employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for State reimbursement.

If at any stage of the project development it is determined by mutual agreement between the County and the State that there should be waived the requirement that the County submit to the State property value determinations for any part or all of

Form D-15-CS-2  
Sheet 2 of 5

the required right of way, the State will make appropriate written notice to the County of such waiver, such notice to be acknowledged in writing by the County. In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement

**NEGOTIATIONS:** The State will notify the County as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the County without participation by the State. The County will deliver properly executed deeds with title in the name of the State supported by an acceptable Title Insurance Policy for each right of way parcel involved. The costs incidental to such negotiation and the costs of recording of the right of way instruments will be the responsibility of the County. The cost of Title Insurance will be the responsibility of the State.

**CONDEMNATION:** Condemnation proceedings will be initiated at the election of the County and will be the County's responsibility at its own expense. Eligibility for State reimbursement of values determined by such condemnation proceedings shall be subject to the conditions as hereinafter outlined under the section titled "Reimbursement".

**DISPOSAL OF IMPROVEMENTS:** It is agreed that the State's participation in the cost of improvements will be based upon approved values. The disposition of improvements may be in accordance with State Highway Department Administrative Order 8-57, a copy of which is attached hereto and marked Exhibit "A". In the event the improvements are not disposed of in accordance with Administrative Order 8-57, the State shall dispose of said improvements by competitive bids. Such revenue derived from the disposition of any improvements will be credited to the cost of the right of way procured.

**RELOCATION OF UTILITIES:** If the required right of way to be acquired for this project encroaches upon an existing utility located upon its own right of way acquired for utility purposes, the State will participate with the County in the cost of the necessary adjustment, removal or relocation of the utility. The State's participation shall be limited to the cost of making such change in the utility after deducting any resulting increase in the value of the new utility and any salvage value derived from the old utility. Such utility relocation costs will be an appropriate item of right of way cost. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement.

The term "utility" shall include publicly, privately and cooperatively owned utilities.

**FENCES AND FENCING:**

When right of way values are determined, damage to existing fences or the need for replacement or new fences will not be considered and included in the compensation due the property owner. This is based upon the agreement that the County will construct all fences as are required due to the right of way taking at no cost to the property owner. The State will participate in the amount of 50 per cent of the cost of required fencing performed by the County on an actual cost basis of materials plus labor, less value of any salvage fencing material, and exclusive of any overhead costs of the County. The County in billing the State for fencing will attach an itemized estimate supported by a certificate to this effect. Such fencing work shall be considered an appropriate item of right of way cost.

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**REIMBURSEMENT.** The State will reimburse the County after March 1, 1958, in an amount not to exceed 50% of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The State's reimbursement will be in the amount of 50% of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. If condemnation is necessary the participation by the State shall be based on the final judgement, conditioned that the State has been notified in writing prior to the filing of such suit and prompt notice is also given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the County as provided by other provisions of this agreement.

**GENERAL:** It is understood that the terms of this agreement shall apply only to right of way authorized and requested by the Texas Highway Department which is needed and not yet dedicated, in use, or previously acquired in the name of the State or County for highway, street, or road purposes.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the County.

COMMISSIONERS COURT  
OF

Spokane County, Texas

RECOMMENDED FOR APPROVAL.

By: Joe Bayer  
County Judge

By: Jim Shockey  
Commissioner, Precinct Number 1

By: \_\_\_\_\_  
Commissioner, Precinct Number 2

By: Clas Spencer  
Commissioner, Precinct Number 3

By: Harace Morris  
Commissioner, Precinct Number 4

\_\_\_\_\_  
District Engineer

\_\_\_\_\_  
Program Engineer

\_\_\_\_\_  
Engineer of Road Design

\_\_\_\_\_  
Right of Way Engineer

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway Commission:

By: \_\_\_\_\_  
Executed as State Highway Engineer and approved for State Highway Commission.



10.

COMMISSION  
E. H. THORNTON, JR., Chairman  
MARSHALL FORBNEY  
HERBERT C. PETRY, JR.

TEXAS HIGHWAY DEPARTMENT

AUSTIN 14, TEXAS

April 4, 1957

STATE HIGHWAY ENGINEER  
D. C. GREER

IN REPLY REFER TO  
FILE NO. DCG

ADMINISTRATIVE ORDER NO. 8-57

SUBJECT: POLICY ON DISPOSAL OF IMPROVEMENTS ON STATE PURCHASED RIGHT OF WAY  
TO: ALL DISTRICT ENGINEERS, ENGINEER-MANAGER AND DIVISION HEADS

Gentlemen:

The rapid progress of the State Right of Way Purchase Program indicates the necessity of having a well defined policy for the disposition of improvements purchased with highway rights of way. In arriving at a workable plan, the Right of Way Division studied the procedures used by a number of cities and states as well as the Texas Turnpike Authority. The most feasible plan appears to be one based upon the fixed percentage of the appraised value of the improvement. The cost to the property owner to retain his improvement will be figured as indicated below:

1. Frame Buildings

- (a) Pier or Block Foundation. The owner will be permitted to retain this type of structure if he consents to reducing the purchase price for his property by an amount equal to 20% of the appraised value of the retained improvement.
- (b) Continuous Beam Foundation. The owner will be permitted to retain this type of structure if he consents to reducing the purchase price for his property by an amount equal to 15% of the appraised value of the retained improvement.
- (c) Concrete Slab Foundation. The owner will be permitted to retain this type of structure if he consents to reducing the purchase price for his property by an amount equal to 10% of the appraised value of the retained improvement.

2. Brick, Rock, Stone, Veneer and Stucco Buildings.

- (a) Pier or Block Foundation. The owner will be permitted to retain this type of structure if he consents to reducing the

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Exhibit "A"

m D-15-CS-1 & 2,  
sheet 5 of 5

-2-

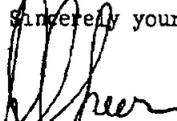
purchase price for his property by an amount equal to 15% of the appraised value of the retained improvement.

- (b) Continuous Beam Foundation. The owner will be permitted to retain this type of structure if he consents to reducing the purchase price for his property by an amount equal to 10% of the appraised value of the retained improvement.
- (c) Concrete Slab Foundation. The owner will be permitted to retain this type of structure if he consents to reducing the purchase price for his property by an amount equal to 5% of the appraised value of the retained improvement.
3. Miscellaneous Improvements, e.g., well pumps, fences, etc., may be retained by the owner if he consents to reducing the purchase price for his property by an amount equal to 20% of the appraised value of the retained improvement.

Any improvements bought under the State Right of Way-Purchase Plan which are to be sold and not relinquished to the property owners in accordance with the above plan will be disposed of through the Board of Control. Where an owner elects to retain improvements under the above procedure, the Contract of Sale or the Memorandum of Agreement shall include a provision covering the agreement and fixing a time limit for removal of the improvement.

In anticipation of the possibility of the property owner desiring to retain his improvements, the appraisal report reviewer shall establish the basic offer value of each improvement which recommended price should be forwarded to D-15 along with the recommended offer price for the total parcel.

Sincerely yours

  
D. C. Greer  
State Highway Engineer

Distribution:  
District Engineers  
Resident Engineers  
Engineer-Manager  
Division Heads

*R. C. Visian*

County Clerk Updegr County

*Filed Jan 31, 1958*

CLERK'S

12.

PUBLIC NOTICE

NOTICE is hereby given that the Commissioners Court of UPSHUR COUNTY, TEXAS, has determined to lease for oil, gas and other minerals the following described land belonging to the permanent school fund of Upshur County, Texas, and situated in Baylor County, Texas, to-wit:

Being all of Block No. One (1) of 33.38 acres; all of Blocks No. Twenty-two (22), Seventy-seven (77), Seventy-eight (78), Seventy-nine (79), Eighty (80), each containing 40 acres, of The Crittendon Subdivision of the North Tract of Upshur County School Lands in said County and State, described tracts containing 233.38 acres, more or less.

That on the 24th day of January, A.D. 1958, at 10:00 A.M., the Commissioners Court of Upshur County, Texas, will meet at the Courthouse in Gilmer, Texas, in the Courtroom of the Commissioners Court, and consider all bids submitted for the leasing of said lands described above herein, or any parts or portions thereof.

The Commissioners Court reserves the right to reject all and any bids if in the judgment of the Commissioners Court the bids submitted do not represent the fair value of such lease or leases, and no bid will be considered for a lease that does not retain for the Lessor the 1/8 free royalty at least, nor any lease wherein the primary term for more than 10 years is bid therefor.

IN WITNESS WHEREOF, the Commissioners Court of Upshur County, Texas, has caused this notice to be given by virtue of an appropriate order entered on the Minutes of said Court.

DATED this 7th day of JANUARY, A. D. 1958 .

COMMISSIONERS COURT,  
UPSHUR COUNTY, TEXAS

*R. C. Vinton*  
County Clerk, Upshur County, Texas  
Filed Jan. 7, 1958

By *J. W. Bryce*  
J.W. Bryce, County Judge

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THE STATE OF TEXAS :  
:  
:  
COUNTY OF UPSHUR :

BE IT REMEMBERED That on the 7th day of January, 1958, the Honorable Commissioners Court of Upshur County, Texas, met in special session with the following officers and members present, to-wit:

- J.W. Bryce, County Judge;
- Horace Morris, Commissioner of Precinct No. 4;
- Cloe Spencer, Commissioner of Precinct No. 3;
- Bryant Holmes, Commissioner of Precinct No. 2;
- Jim Shockey, Commissioner of Precinct No. 1; and
- 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

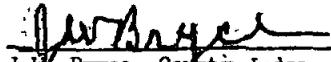
Whereas, the Commissioners Court of Upshur County, Texas, have determined that it is advisable to make an oil and gas lease of and upon the following described lands situated in Baylor County, Texas, to-wit:

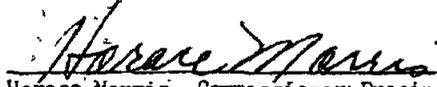
Being all of Block No. One (1) of 33.38 acres; All of Blocks No. Twenty-two (22), Seventy-seven (77), Seventy-eight (78), Seventy-nine (79), Eighty (80) each containing 40 acres, of The Crittendon Subdivision of The North Tract of Upshur County School Lands, described tracts containing 233.38 acres, more or less, which land is owned by Upshur County, Texas; and

Whereas, The aforesaid Commissioners Court desires to give proper notice of intention to lease such lands and request bids therefor by publication of such notice in a newspaper of general circulation within Upshur County, Texas, for the time and in the manner required by law:

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Therefore, Be it ordered and resolved by the Court upon a motion duly made, seconded, and passed by this Court, that the Commissioners Court of Upshur County, Texas, give notice of its intention to lease the above described land for oil, gas and other mineral purposes and request bids therefor, and that said notice be duly published in Upshur County, Texas, in a newspaper of general circulation in said County, once a week for three consecutive weeks in the manner and for the time required by law, and that on the 24th day of January, 1958, at 10:00 A. M. be, and the same is hereby designated as the time, in the Courtroom of said Commissioners Court at the Courthouse in Gilmer, Texas, be, and the same is hereby designated as the place where the Commissioners Court will receive and consider bids for such mineral leases as the Commissioners Court may determine to make."

  
 J.W. Bryce, County Judge

  
 Horace Morris, Commissioner Precinct #4

  
 Cloe Spencer, Commissioner Precinct #3

  
 Bryant Holmes, Commissioner Precinct #2

  
 Jim Shockey, Commissioner Precinct #1

  
 R.C. Vivian, Clerk of the County Court

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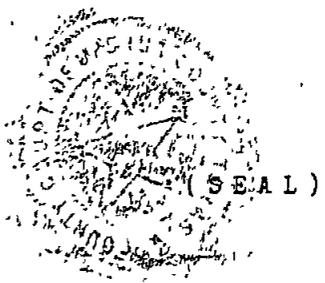
THE STATE OF TEXAS :  
:  
:  
COUNTY OF UPSHUR :

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, Texas, as the same now appears of record in Commissioners Court Minutes of Upsur County, Texas.

TO CERTIFY which witness my hand and seal of office, at Gilmer Texas, this 7th day of JANUARY, A. D. 1958.

*R. C. Vivian*  
\_\_\_\_\_  
Clerk of the County Court

*R. C. Vivian*  
County Clerk, Upshur County, Texas  
*Filed Jan 7, 1958*



16.

ORDER UPON HEARING AND GRANTING PETITION FOR  
THE ORGANIZATION OF UPSHUR COUNTY WATER  
CONTROL AND IMPROVEMENT DISTRICT  
NUMBER 1

THE STATE OF TEXAS  
COUNTY OF TRAVIS

STATE BOARD OF WATER ENGINEERS

ON THIS, the 13th day of January, 1958, the Board of Water Engineers of the State of Texas met at its office and regular meeting place in the City of Austin, Travis County, Texas, with the following members present:

R. M. DIXON,            Acting Chairman  
O. F. DENT,             Member

constituting a quorum and at such time there came on for further consideration the petition for the organization and establishment of UPSHUR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1.

SAID PETITION came on regularly to be heard on this day pursuant to order and notice of this Board, duly given, and at such time the Board heard all of the evidence, both oral and documentary, of all persons who appeared and offered such evidence, either contending for or protesting against the creation of the said District.

The Board having considered such evidence, hereby finds, declares and concludes as follows:

1. That the aforementioned petition was duly and regularly presented to this Board; praying for the organization of the Upshur County Water Control and Improvement District No. 1; is signed by more than fifty owners of land situated within the territory described therein, has been duly filed in the office of the County Clerk of Upshur County and recorded in a record kept for that purpose in such office; and fully meets all requirements of law relating thereto, being those set forth in Chapter 3a, Title 128, R.C.S., 1925, as amended.

17.

2. That notice of said hearing as prescribed by order of this Board and containing a statement of the nature and purpose, and the date, time and place thereof, was duly given by the Sheriff of Upshur County by posting more than 15 days prior to the date of such hearing an original counter part thereof at the courthouse door of said County on the bulletin board used for posting legal notices and by causing such notice to be published once a week for two consecutive weeks in a newspaper of general circulation in said County and in the area of the proposed District, the date of the first publication being not less than twenty days prior to the date of such hearing, and that satisfactory evidence of the giving of such notice, as aforesaid, has been presented to this Board.

3. That all legal requirements and prerequisites to the hearing above referred to, having been fully complied with, this Board has jurisdiction to hear and determine said petition and to enter its order organizing and creating said District in accordance with authority so to do given under the provisions of Chapter 3A, Title 12B, R.C.S., 1925, as amended.

4. That after fully hearing and granting each interested person a full and complete opportunity to present evidence, it appears to this Board and it hereby affirmatively finds that the organization and creation of the said District as prayed for in the said petition is feasible and practicable; that the lands to be included and the residents thereof will be benefited thereby; that there is a public necessity or need therefor; and that the creation of such District would further the public welfare. The Board specifically finds that all of the lands sought to be included within the District, as set forth and described in the petition and as hereinafter set forth and described, will be benefitted by inclusion in such District and that it is not necessary for the Board to exclude any lands or redefine the boundaries of said proposed district.

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IT IS FURTHER ORDERED BY THE STATE BOARD OF WATER ENGINEERS OF TEXAS:

Section 1. That all findings contained in the preamble herof be and same are hereby adopted and brought forward as a part of this order to the same effect as if restated.

Section 2. That the petition for the organization and establishment of Upshur County Water Control and Improvement District No. 1 is hereby granted, and said District is hereby organized, created and established as prayed for in the said petition.

Section 3. That said District is created and organized under the terms and provisions of Article XVI Section 59 of the Constitution of Texas and Chapter 34, Title 128, R.C.S., 1925, as amended, for the purpose of providing:

(a) All works and facilities in any manner incident to, helpful or necessary in controlling, storing, preserving and distributing the storm and flood waters and the unappropriated flow of its rivers and streams for beneficial use as provided by law.

(b) All works, plants, and facilities in any manner incident to, helpful or necessary in the collection, distribution, processing, disposal and control of domestic, industrial or communal wastes, to the end that the public health and welfare may be conserved and promoted, and the purity and sanitary condition of the State's waters protected, effected or restored.

Section 4. That as prayed for in the aforementioned petition the said District shall be composed of all lands and property situated within the boundaries as follows:

19.

Beginning at a point in the West Boundary line of Upshur County Texas, at its intersection with the North line of the R.C. Betty Survey Abstract No. 47;

Thence east along the said north line of the R.C. Betty Survey Abstract No. 47 to the northeast corner of said survey said point also being in the west line of the Esteban Moro Survey Abstract No. 4;

Thence South along the west line of the Esteban Moro Survey Abstract No. 4 to the South west corner thereof;

Thence east along the south line of the Esteban Moro Survey Abstract No. 4 to the southeast corner thereof, which point is also in the west line of the S.L. McKee Survey Abstract No. 335;

Thence South along the west line of the said S.L. McKee Survey Abstract No. 335 to the southwest corner thereof;

Thence east along the south line of the S.L. McKee Survey Abstract No. 335 and the south line of the M.L. Long Survey Abstract No. 282 to the southeast corner of the said M.L. Long Survey said point also being in the west line of the Wm. McFadden Survey Abstract No. 295;

Thence south along the west line of the Wm. McFadden Survey Abstract No. 295 passing the southwest corner thereof and continuing south along the west line of the Joseph Walker Survey Abstract No. 520 and the west line of the James Ellison Survey Abstract No. 148 to the Southwest corner of the said James Ellison Survey;

Thence east along the south line of the James Ellison Survey Abstract No. 148 to the southeast corner thereof, said corner also being in the west line of the A.T. Mitchell Survey Abstract No. 296;

Thence south along the west line of the A.T. Mitchell Survey Abstract No. 296 to the southwest corner thereof;

Thence east along the south line of the said A.T. Mitchell Survey to a point said point also being the northwest corner of the Seth Hazel Survey Abstract No. 197;

Thence south along the west line of the Seth Hazel Survey Abstract No. 197 to the southwest corner thereof;

Thence east along the south line of the said Seth Hazel Survey passing the southeast corner thereof, said point also being the southwest corner of the T.L. Campbell Survey Abstract No. 95 and continuing east along the south line of the said T. L. Campbell Survey to the southeast corner thereof; said point also being in the west line of the J.B. Davenport Survey Abstract No. 1;

Thence south along the west line of the J.B. Davenport Survey Abstract No. 1 to a point said point being at the northeast corner of the J. D. Lilly Survey Abstract No. 294 and the northwest corner of Block 30 of the J.B. Davenport Survey Abstract No. 1;

20.

Thence east crossing the J.B.Davenport Survey Abstract No. 1 along the north line of Blocks 30, 33, 34 and continuing east to the east line of the said J.B.Davenport Survey, said point also being in the west line of the J.M. Stout Survey, Abstract No. 481;

Thence north along the east line of the J.B.Davenport Survey Abstract No. 1 to the southwest corner of the S.Brown Survey, Abstract No. 25;

Thence east along the south line of said S.Brown Survey to the most westerly northwest corner of the G.W.Terrance Survey Abstract No. 484;

Thence south along the most westerly west line of said G. W. Terrance Survey to the southwest corner thereof;

Thence east along the south line of the G.W.Terrance Survey Abstract No. 484 said line also being the north line of the W. Carlton Survey, Abstract No. 72 to the northeast corner of the said W. Carlton Survey said point also being in the west line of the J. T. Bullock Survey Abstract No. 37;

Thence north along the west line of the J.T.Bullock Survey Abstract No. 37 to the northwest corner thereof said point also being in the south line of the G.W.Terrance Survey Abstract No. 484;

Thence east along the south line of the said G.W.Terrance Survey and continuing east along the south line of the S.C.Gillespie Survey Abstract No. 185 to the southeast corner of the said S.C.Gillespie Survey;

Thence north along the east line of the said S.C.Gillespie Survey to the northeast corner thereof; this point being in the south line of the M.P. del Torres Survey Abstract No. 6;

Thence east along the south line of the said M.P. del Torres Survey to the southeast corner thereof;

Thence north along the east line of the said M.P.del Torres Survey to the southwest corner of the W.H.Williams Survey Abstract No. 516;

Thence east along the south line of the said W.H.Williams Survey to the southeast corner thereof;

Thence north along the east line of the said W.H.Williams Survey Abstract No. 516 and continuing north along the east line of the W. McCarter Survey Abstract No. 293, the east line of the D.R. Cannon Survey Abstract No. 80, the east line of the J.W.Clighorn Survey, the east line of the S. Denson Survey Abstract No. 119 a point in the south line of the B. Parker Survey Abstract No. 389;

Thence west along the south line of the B. Parker Survey Abstract No. 389 to the southwest corner thereof said point also being in the east line of the S. Denson Survey Abstract No. 119;

Thence north along the east line of the S. Denson Survey Abstract No. 119 to the most northerly northeast corner thereof said point also being in the south line of the Chas. Stanley Survey Abstract No. 476.

21.

Thence in a northeasterly direction along the south line of the said Charles Stonley Survey to the southeast corner thereof;

Thence in a northwesterly direction along the east line of the said Charles Stonley Survey to the northeast corner thereof;

Thence west along the north line of said Charles Stonley Survey to a point; said point also being the most easterly corner of the T.C.R.R. Company Survey Abstract No. 587;

Thence in a northwesterly direction along the north and northeast lines of the T.C.R.R. Company Survey Abstract No. 587, the J.L. Shipman Survey, Abstract No 465, the O.W. Graves Survey Abstract No. 193 to a corner said point also being the northwest corner of the C.R. Daniels Survey Abstract No. 141;

Thence in a northeasterly direction along the north line of the C.R. Daniels Survey Abstract No. 141 to a point said point also being the southwest corner of the C. Stanley Survey Abstract No. 471;

Thence in a northwesterly direction along the west line of the C. Stanley Survey Abstract No. 471 to the northwest corner thereof said point also being the northeast corner of the W. Wright survey abstract No. 529;

Thence in a southwesterly direction along the north line of the said W. Wright Survey and the B. Smith Survey Abstract No. 446 to an inner northeast corner of the said B. Smith Survey, said point also being the southwest corner of the John B. Goy. Survey Abstract No. 168;

Thence in a northwesterly direction along the east or northeast line of the B. Smith Survey Abstract No. 446, the E.S. Bishop Survey Abstract No. 35, the B.S. Miller Survey Abstract No. 328, the J. Henson Survey Abstract No. 224 to the northeast corner of the said J. Henson Survey;

Thence west along the north line of the said J. Henson Survey to the northwest corner thereof;

Thence south along the west line of the said J. Henson Survey to a point said point being the northeast corner of the T.P. Houseworth Survey Abstract No. 219;

Thence west along the north line of the said T.P. Houseworth Survey to the northwest corner thereof;

Thence south along the west line of the said T.P. Houseworth Survey to the southwest corner of said Survey, said point being in the north line of the J. Mountsford Survey Abstract No. 363;

Thence west along the north line of the said J. Mountsford Survey to the northwest corner thereof;

Thence south along the west line of the said J. Mountsford Survey to the southwest corner thereof, said point also being in the north line of the W. Martin Survey Abstract No. 311;

22.

Thence west along the north line of the said W. Martin Survey, the R. Davidson Survey Abstract No. 138, and the Charles de Montel Survey Abstract No. 591 to the most northerly northwest corner of the said Charles de Montel Survey said point also being in the east line of the John Lee Survey Abstract No. 291;

Thence north along the east line of the said John Lee Survey to the northeast corner thereof;

Thence west along the north line of the said John Lee Survey to the northwest corner thereof, said point also being in the east line of the Freeman Prather Survey Abstract No. 391;

Thence north along the east line of the said Freeman Prather Survey passing the northeast corner thereof and continuing north along the east line of the E. F. Chism Survey Abstract No. 73 to the northeast corner thereof;

Thence west along the north line of the E. F. Chism Survey Abstract No. 73 to a point said point also being the southeast corner of the M. Cartwright Survey Abstract No. 600;

Thence north along the east line of the M. Cartwright Survey Abstract No. 600 to the northeast corner thereof said point also being in the north boundary line of Upshur County, Texas;

Thence west following the said north line of Upshur County, Texas to the northwest corner of said County;

Thence south following the west boundary line of Upshur County, Texas to the point of beginning, said area herein described containing 177,300 acres more or less all located within Upshur County, Texas

23.

Section 5. It appearing to the Board that the following five named persons are each more than twenty-one years of age, are resident citizens of the State of Texas and owners of land subject to taxation within the District, and are otherwise qualified as provided by law, they are hereby appointed directors of the said District to serve until their successors are elected or appointed in accordance with law, said persons being as follows, to-wit:

D. T. LLOYD  
J. L. JOHNS  
NOBLE RAY  
J. T. PITMAN  
B. A. BULLOCK

Such directors shall take and execute their official oaths of office, and within 15 days thereafter, make and file their official bonds in the office of the County Clerk of the county of their residence, and same shall be presented to the County Judge for approval. Upon approval such bonds shall be recorded in a record kept for that purpose in the office of the County Clerk.

Section 6. A certified copy of this order shall be filed in the office of the County Clerk of Upshur County, Texas.

It was moved by Mr. Dent, seconded by Mr. Dixon that the foregoing order be adopted. Thereupon, the question being called for, the said order was adopted by the unanimous vote of all of the members of the Board who were present at the said meeting, all such members voting "AYE" and none voting "NO".

PASSED, APPROVED AND ORDERED at Austin, Texas, this  
13th day of January, 1958.

BOARD OF WATER ENGINEERS OF THE  
STATE OF TEXAS

ATTEST:

/s/ Ben F. Looney, Jr.  
Ben F. Looney, Jr. Secretary,  
(Seal)

/s/ R. M. Dixon

~~James O. MacCora, Chairman~~

R. M. Dixon, Acting Chairman

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THE STATE OF TEXAS  
COUNTY OF TRAVIS

I, the undersigned, Secretary of the Board of Water Engineers, hereby certify that the above and foregoing is a true and correct copy of an order duly adopted by said Board on the date indicated therein, which order is filed of record in the official records of said Board on file in my office.

WITNESS my hand and seal of said Board, this 13<sup>th</sup> day of January, 1958.

СЕРВІСЪ РЕЄСТРЪ СОРМІА  
В С. АІАНІА

1958 JAN 13 PM 5  
*[Signature]*  
Secretary



*R. C. Nelson*  
County Clerk, Upshur County, Texas  
*Filed Jan. 27, 1958*

## TREASURER'S QUARTERLY REPORT

BY H.A. WHEELER, COUNTY TREASURER  
 FROM OCT. 1 1957 TO DEC. 31 1957 INCLUSIVE

25

	Balance Last Report	Am't Rec Since Last Report	Disbursements	Transfers In	Transfers Out	BALANCE	
1 General	\$ 5,861.02	\$77,895.45	\$22,934.70	\$2,000.00		\$62,842.07	1
2 Salary	3,648.12	26,697.60	20,402.83		\$2,000.00	7,942.89	2
3 R&B	35,691.13	80,532.69	23,709.00		4,000.00	88,514.82	3
4 R&B 1	10,909.59	7,940.98	14,012.64	1,000.00		5,837.93	4
5 R&B 2	8,982.74	6,822.59	13,295.48	1,000.00		3,509.85	5
6 R&B 3	7,787.99	7,940.99	12,288.38	1,000.00		4,440.60	6
7 R&B 4	9,633.17	6,832.60	12,883.31	1,000.00		4,582.46	7
8 Perm Imp	1,854.03	7,769.02	2,209.07			7,413.98	8
9 Perm School	1,334.47	1,764.80	120.00			5,979.27	9
10 Social Sec	4,062.03		3,966.97			95.06	10
11 Jury	679.12	6,214.89	544.00			6,350.01	11
12 R&B 3A Int & Skg	7,646.94	4,077.38				11,724.32	12
13 R&B 1B Avail	9,569.13					9,569.13	13
14 Road Dist 1-C Avail	26,999.37		26,028.78			970.59	14
15 Road Dist 1-C Int & Skg	375.00	71,788.99				72,163.99	15
16 Upshur Law Library	83.25	27.00	102.50			7.75	16
17							17
18							18
19							19
20 TOTAL	\$ 135,137.10	\$309,304.98	\$152,497.36	\$6,000.00	\$6,000.00	\$291,944.72	20

**LIST OF BONDS AND OTHER SECURITIES ON HAND**  
 PERMANENT SCHOOL FUND

	4 U.S. Savings Bonds @ 500.00	\$ 2,000.00
	5 U.S. Savings Bonds @ 1,000.00	5,000.00
	8 U.S. Savings Bonds @ 1,000.00	8,000.00
	3 Series J. Bonds @ 100.00	300.00
	6 Ore. City Ind. Sch. Dist. Bonds	6,000.00
	<b>TOTAL ALL BONDS</b>	<b>\$ 21,300.00</b>

FILED  
 1958 JUN 8 AM 9  
 R. C. VIVIAN  
 CLERK UPISHUR COUNTY

**TREASURER'S  
 QUARTERLY REPORT**

Covering Period  
 From Oct 1 - 1957  
 To Dec 31 inclusive

Date Filed 26

By H.A. Wheeler  
 County Treasurer Upshur County

THE STATE OF TEXAS )  
COUNTY OF UPISHUR )

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 \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
Clerk  
County Court, Upshur County, Texas

BEFORE ME, \_\_\_\_\_ County Clerk, Upshur County, Texas, on this day personally appeared J.W. Bryce County Judge Jim Shockey Commissioner, Precinct No 1 Bryant Holman Commissioner, Precinct No 2 Clare 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  
Bryant Holman  
 Commissioner, Precinct No 2  
Clare Spencer  
 Commissioner, Precinct No 3  
Harace Morris  
 Commissioner, Precinct No 4

SUBSCRIBED AND SWORN TO Before me, this 9 day of Jan - 1958

H. Edman  
 County Clerk, Upshur County, Texas

