

The Commissioners Court met in regular session with all members present. Motion made, seconded and carried that Janitors of Court House and Rock Building be placed under supervision of County Auditor and all orders given to janitors by County Auditor be final authority for work supervision.

Jim Shockey
Bryant Holmes
Cloe Spencer
Horace Morris.

6-17-60

Commissioners' Court met in special session. Motion made, seconded and carried that Court accept bids for period July 1 thru Dec. 31, 1960 for gasoline, oil, & diesel fuel and oil and greases, tires, batteries and accessories and road tile. Low bids accepted as follows:

Mitchell Oil Co for gasoline, deisel, oil and greases.
Marshall Holmes and Grady Holmes for road tile.
Long Motor Co for Batteries, accessories and tires.
(Copy of bids will be attached to these minutes.)

Welby K Parish
Jim Shockey
Bryant Holmes
Cloe Spencer
Horace Morris

7-6-60

The Commissioners' Court in special session convened the board of equalization. The board made motion, seconded and approved that oil values in Upshur County for year 1960 be set at 94% of schedule. Board then voted to recess until 10:00 A M July 11, 1960. And Rail Road same as last year.

Jim Shockey
Cloe Spencer
Horace Morris.

7-29-60

The Commissioners' Court met in Special Session with all members present. Motion made by Horace Morris, seconded by Jim Shockey that Order be passed requesting Board of County & District Road Indebtedness of State of Taxes to return to Upshur County its share of Lateral Road Fund in County and Road District Highway Fund as of August 31, 1960, to be used for construction or improvement of County Roads, all Commissioners voting in the affirmative, the order is passed.

Welby K Parish
Jim Shockey
Bryant Holmes
Cloe Spencer
Horace Morris

8-1-60

The Commissioners' Court met in special session. Motion made by Cloe Spencer

and seconded by Bryant Holmes and carried to evict Nolan Hendrix for failure to pay rent on property owned by County, known as the Experiment Farm just South of the City of Gilmer, and property to be turned over to the Upshur County Park Board for development in accordance with Statute granting property to Upshur County.

W. K. Parish

Jim Shockey

Bryant Holmes

Horace Morris.

125
REV 11 63

INTEROFFICE COMMUNICATION

Gilmer, Texas
March 24, 1960

TO
SUBJECT: Commissioners Court,
Upshur County,
Gilmer, Texas

Please find below my bid which conforms to the Texas State Board of Controls Specification on Gasoline, Diesel Fuel and Motor Oils as ask for in your invitation for bids.

Gasoline & Diesel Fuel,

BID:

ETHYL premium Grade Gasoline, Twenty and One Half (.20½) Cents per Gallon.

REGULAR Grade Gasoline, Seventeen and Three Quarter (.173/4) Cents per Gallon.

DIESEL FUEL, #1 Grade , Eleven (11) Cents per Gallon.

Oil & Greases,

Phillips 66 H.H. Premium MS	DC	.85	Cents per Gal.
Phillips 66 H.D	MS, DC	.80	" "
Phillips 66	MM	.55	" "
Phillips Unique	ML	.45	" "

All Purpose Grease 16 Gallon Dr. 1.20. Cents Per Gal.

Philube Grease 1/5 LC can \$4.90

Philube Grease 16 Gallon Dr. .90 Cents per Gal.

~~Philube Grease 16 Gallon Dr. .90 Cents per Gal.~~

Chassis Greas,

Philube #2 - 38 pound .18½ Cents per pound.

Above prices on Gasoline includes State Tax but excludes Federal Tax. Prices on Oils and Greases excludes all applicable taxes.

Yours truly,

Mitchell Oil Company,

By: *Jimmie Mitchell*



2

GULF OIL PRODUCTS

Gilmer, Texas
March 24, 1960

Hon. Commissioner's Court
Upshur County, Texas

I submit the following bids for tires, tubes, batteries and accessories.

I will sell to Upshur County, the following items at LIST PRICE-LESS 45% on date of delivery: SPARK PLUGS & ACCESSORIES.

I will sell XXXX BATTERIES at LIST PRICE-LESS 40% on date of delivery.

I will sell TIRES & TUBES at the NET STATE CONTRACT PRICE on the date of delivery, LESS ALL SPECIAL DISCOUNTS THAT MAY APPLY ON DATE OF SALE. The following special discounts apply: 4% on all Passenger tires, except Mud & Snow Tires. 7½% on all truck tires.

CLERK OF DISTRICT COURT

B. C. Sorrells

B. C. Sorrells

14 1/2"

March 25, 1960

3

To Commissioners Court Upshur County, Texas

I respectfully submit the following bid for road tile to be furnished Upshure County, for the period April 1st. 1960 thru June 30, 1960.

12" road tile-----	\$1.00 per ft.
15" road tile-----	\$1.20 per ft.
18" road tile light wt.--	\$1.30 per ft.
18" road tile heavy wt.--	\$1.50 per ft.
21" road tile-----	\$1.70 per ft.
24" road tile-----	\$2.50 per ft.
30" road tile-----	\$3.65 per ft.

OFFICIAL RECORD

Marshall Johnson

March 25, 1960

4

To Commissioners Court Upshur County, Texas

I respectfully submit the following bid for road tile to be furnished Upshur County, for the period April 1st. 1960 thru June 30, 1960.

12" road tile-----	\$1.00 per ft.
15" road tile-----	\$1.20 per ft.
18" road tile light wt.-----	\$1.30 per ft.
18" road tile heavy wt.-----	\$1.50 per ft.
21" road tile-----	\$1.70 per ft.
24" road tile-----	\$2.50 per ft.
30" road tile-----	\$3.65 per ft.

Grady Haernes
 COUNTY CLERK
 UPSHUR COUNTY, TEXAS
 MAR 25 1960

LEASE AGREEMENT

THIS LEASE, made this the 11th day of April, 1960,
 between Miller Machinery Company of Tyler, Texas,
 hereinafter known as LESSOR, and
 a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONER'S COURT Pursuant
 to an order duly and regularly passed on the 11th day of April, 1960, witnesseth that

Whereas, the LESSEE requires the use of the following equipment:

1 - Used Allis-Chalmers Model DD (Diesel) Motor Grader, Serial #1372 w/leaning wheels, power circle turn and 8:25 x 20 Front & Rear Tires.

hereinafter referred to as Motor Grader
 for the purpose of building and maintaining roads; and whereas, there is now available, and will be available in said County's Road and Bridge Fund, monies which it may lawfully spend for leasing said Motor Grader.

1 Now therefore, the LESSOR in consideration of the payment of Galion 303 M. G. and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Motor Grader for a minimum period commencing on the date of this LEASE and ending _____, on the following terms

- | | | | |
|---|---|-----|-------|
| 1 | <u>Galion Model 303 taken in trade, Serial #25577</u> | 19. | _____ |
| 2 | <u>\$250.00 per month, first payment due May 1, 1960, then on the first day</u> | 20. | _____ |
| 3 | <u>of each succeeding month thereafter until paid in full.</u> | 21. | _____ |
| 4 | _____ | 22. | _____ |
| 5 | _____ | 23. | _____ |
| 6 | _____ | 24. | _____ |

2 The LESSEE acknowledges receipt of above desired Motor Grader, in good order and new condition and upon the expiration of the terms of this lease (in the event the option hereinafter referred to has not been exercised) or upon the prior termination of this lease, the LESSOR shall be entitled to the immediate possession of said Motor Grader and the LESSEE shall thereupon deliver said Motor Grader

to the LESSOR at Tyler, Texas, in good order and condition, ordinary wear and tear thereof excepted

3 The LESSEE shall have the right to make any reasonable and lawful use of said Motor Grader and shall take reasonable and proper care thereof, and at its own expense make all necessary repairs and replacements. In the event of any default by the LESSEE in the payment of rent, or otherwise, this LEASE shall terminate at the option of the LESSOR.

4 The LESSOR hereby gives the LESSEE the option to purchase said Motor Grader in its then condition, at any time during the terms of this LEASE (or within any extension or renewal thereof) or within five days thereafter for the purchase price of \$5,500.00 to be paid in cash or legally issued County Warrants plus 5% per annum interest on the amount from the date of this LEASE until such purchase price has been paid, from which total amount shall be deducted rentals theretofore paid. In the event said option of purchase is exercised, however, all rentals theretofore paid shall be deducted therefrom as of the dates such rental installments were paid. In the event the payments are not paid at maturity they shall bear six percent per annum interest until paid.

5 The LESSOR hereby gives the LESSEE the option to renew or extend this LEASE at any time during the term thereof, or within five days thereafter, and upon the same terms and conditions as herein stipulated, said renewal or extension, if any, to be endorsed upon this LEASE and signed by both parties thereof.

6. It is hereby expressly understood and agreed that the LESSOR shall not in any case, or under any circumstances, be held liable for any loss or damage, or claims for loss or damage, of any kind or character whatsoever, to persons or property, or otherwise, arising from, or in any manner connected with the use or operation of said Motor Grader and any and all loss or damage, and claims for loss or damage, are hereby specifically waived by the LESSEE.

7 It is expressly agreed and understood that this LEASE does not obligate the LESSEE to purchase said Motor Grader or to renew this LEASE. It is further expressly agreed and understood that if in the future the LESSEE avails itself of the option either to renew this LEASE or to purchase said Motor Grader as herein provided, it will do so only upon the condition that at the time of exercising said option or renewing this LEASE it either has available for said purpose, monies currently available which it will then be lawfully entitled to expend or is lawfully entitled to incur the necessary liability for the rental or the payment of the purchase price.

8 Any notice that either party desires to give to the other shall be in writing and forwarded by registered mail to the last known address of the other party.

9 This LEASE is executed in triplicate, a copy of which LESSEE hereby acknowledges having received.

MILLER MACHINERY COMPANY LESSOR
 By [Signature] Pres.
Prect. 4, Upshur County LESSEE
 By [Signature] County Judge
 ATTEST _____
 County Clerk

[Signature] Commissioner, Precinct No. 1
[Signature] Commissioner, Precinct No. 2
[Signature] Commissioner, Precinct No. 3
[Signature] Commissioner, Precinct No. 4

STATE OF TEXAS
 COUNTY OF Upshur

I, _____, County Clerk in and for Upshur County, Texas do hereby certify that the above and foregoing is true and correct copy of the LEASE AGREEMENT entered into this date by and between Miller Machinery Company, as LESSOR, and Prect. 4, Upshur County, Texas, as LESSEE, and the same appears of record in Vol. 12, Page _____, of the COMMISSIONERS' COURT MINUTES of Upshur County, Texas

Given under my hand and seal of office, this, the 11th day of April, 1960 A. D.

[Signature]
 County Clerk Upshur County, Texas

LEASE AGREEMENT

between Miller Machinery Company
and Prect. 4, Upshur CountyMILLER MACHINERY COMPANY
O. W. LOYD

1960 APR 11 PM 1:52

FILED

6

Assignment of Lease

Date April 11, 1960City Tyler,State TexasFor value received the undersigned does hereby sell, assign, and transfer unto Farmers & Merchants Nat'l. Bank of Gilmer (without recourse) the annexed lease dated April 11, 1960made by the undersigned to Prect. 4, Upshur County Gilmer, Texas
(Lessee's Name) (Address)of Model Used DD (Diesel) Motor Grader Serial No (s) 1572

and all property therein described, all moneys due and to become due thereunder and the proceeds of any policy or policies of insurance required by said lease and all of the right, title and interest of the undersigned in and to said lease, property and moneys due or to become due thereunder and in and to the proceeds of any policy or policies of insurance required by said lease and in consideration of the acceptance of this assignment by Farmers' & Merchants Nat'l. Bank of Gilmer and as a part of the same transaction the undersigned hereby guarantees the payment of all moneys due, or to become due thereunder, and that the Lessee will perform each and every term, covenant and condition of said lease, at the time and in the manner therein specified, and the undersigned does hereby agree that in the event of default by the aforesaid Lessee in the performance of any of said covenants and agreement, including said payments of rental as they shall fall due, that immediately upon any such default, without further notice, the undersigned will pay to Farmers & Merchants Nat'l. Bank of Gilmer said money so in default or perform said covenants and conditions so in default

The Undersigned warrants to Farmers & Merchants Nat'l. Bank of Gilmer, Texas

(1) the title to the property described in said lease; (2) that said lease is a valid and original lease, (3) that the Lessee in said lease has capacity to contract and that the signatures thereto are the genuine signatures of the parties whose signatures they purport to be, (4) that the unpaid balance of the rent specified in said lease is Five Thousand Five Hundred Dollars and No/100 (\$5,500.00) plus interest as appears from the face thereof; (5) that the Lessee named in said lease (or his assignee) is not in default and has made all payments and has done and performed all acts and things on his part required to be done, paid or performed by the terms of said lease to the date of this assignment, (6) that any insurance required by said lease has been effected and is now in full force and effect

The liability of the undersigned shall not be affected by any indulgence, compromise, settlement, extension of credit, or variation of terms effected by the Lessee or any person interested. Notice of acceptance of this guaranty, notices of non-payment and non-performance, notices of amount of indebtedness outstanding at any time, protests, demands and prosecution of collection, and possessory remedies, and the right to remove any action from the Court originally acquiring jurisdiction are hereby expressly waived by the undersigned.

MILLER MACHINERY COMPANY (L S)
(Lessor's Signature)By _____
(Official Title of Company) J. Bryan Miller,
Pres.The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 11thday of April, 1960, and agrees to make all payments due undersaid lease to Farmers & Merchants Nat'l. Bank, Gilmer, TexasPRECT. 4, Upshur County (L S)
(Lessee's Signature)By _____
(Signature of Authorized Officer)

TREASURER'S QUARTERLY REPORT

BY H. A. Wheeler COUNTY TREASURER
 FROM Jan. 1, 1960 TO Mar. 31, 1960 INCLUSIVE

7

	Balance Last Report	Am't Rec Since Last Report	Disbursements	Transfers In	Transfers Out	BALANCE	
1 General	70,664.69	16,306.26	25,166.23			61,804.72	1
2 Salary	9,070.93	15,151.29	21,352.57			2,869.65	2
3 R&B	54,880.88	11,047.70	20,085.11		33,000.00	12,843.47	3
4 R&B 1	5,077.71	1,574.60	12,528.64	8,000.00		2,123.67	4
5 R&B 2	3,406.58	987.84	11,076.41	9,000.00		2,318.01	5
6 R&B 3	1,516.41	1,124.61	10,642.90	11,000.00		2,998.12	6
7 R&B 4	1,027.73	1,007.84	11,523.66	11,000.00		1,511.91	7
8 Perm Imp	289.99					289.99	8
9 Perm School	2,026.12	6,575.20	768.75			7,832.57	9
10 Social Sec	2,336.18	11,998.57	2,184.97			12,150.08	10
11 Jury	6,953.05	1,093.04	1,729.75			6,316.34	11
12 R&B 3A Int & Skg	14,055.17	970.30	2,928.25			12,097.22	12
13 R&B 1B Avail							13
14 Road Dist 1-C Avail	13,322.74	221.55	266.00		6,000.00	7,278.29	14
15 Road Dist 1-C Int & Skg							15
16 Upshur Law Library	11.25	100.00				111.25	16
17 R. O. W. Fund	16.85	1,186.37				1,203.22	17
18							18
19							19
20	184,656.58	69,345.17	120,253.24	39,000.00	39,000.00	133,748.51	20

LIST OF BONDS AND OTHER SECURITIES ON HAND PERMANENT SCHOOL FUND

4 U. S. Saving Bonds @ 500.00	- 2,000.00	3 Series - 4 @ 100.00	300.00
18 Ore City Ind. Sch Dist. Bonds	18,000.00	6 Huntington Ind. School Dist. Bonds	6,000.00
10 Diboll Ind. Sch Dist. Bonds	10,000.00	4 Angelina Co. Hospital Bonds	4,000.00
13 U. S. Saving Bonds	13,000.00		
9 Newton Ind. Sch Dist. Bonds	9,000.00		
		TOTAL ALL BONDS	62,300.00

UPSHUR COUNTY
TREASURER'S
QUARTERLY REPORT

FILED
APR 12 PM 1 42
D. W. LEYD
CLERK, UPSHUR COUNTY

Covering the period
From Jan 1 - 1960
to March 31 - 1960 inclusive

Date Filed 4-12-1960

By H. C. Wheeler
County Treasurer, Upshur County

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME, the undersigned authority on this day personally appeared H. C. 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. C. Wheeler County Treasurer

SWORN TO AND SUBSCRIBED before me, this 12 day of April 1960

D. W. Leyd Clerk
County Court Upshur County Texas

BEFORE ME D. W. Leyd County Clerk Upshur County Texas, on this day personally appeared W. K. Parish County Judge, Gene Shackley Commissioner Precinct No 1, Bryant Holmer Commissioner, Precinct No 2,

Clare Spencer Commissioner, Precinct No 3 and Horace 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

W. K. Parish
County Judge

Gene Shackley
Commissioner Precinct No 1

Bryant Holmer
Commissioner, Precinct No 2

Clare Spencer
Commissioner, Precinct No 3

Horace Morris
Commissioner Precinct No 4

SUBSCRIBED AND SWORN TO Before me, this 12 day of April

A D 1960

D. W. Leyd
County Clerk, Upshur County, Texas

10:00 A.M. MEETING

STATE OF TEXAS

COUNTY OF UPSHUR

BE IT REMEMBERED, That on this the 23 day of June A.D., 19 60, the Commissioners' Court of Upshur County, Texas, duly convened and now sitting as a Board of Equalization for the year 19 60, convened for the purpose of reviewing all renditions made to UPSHUR County, Texas, and after reviewing said renditions and hearing evidence pertaining to the values of the properties rendered, it is the opinion of the Board of Equalization of UPSHUR County, that the persons, companies and corporations listed below should be cited to appear before the Board of Equalization of UPSHUR County, Texas, to show cause why their renditions should not be raised or lowered and the County Clerk of UPSHUR County is hereby notified and directed to cite the following named persons, companies, and corporations to be and appear before the Board of Equalization of UPSHUR County, Texas, on the 6th day of July A.D., 1960, as follows:

<u>NAME</u>	<u>ADDRESS</u>
Appling, FE	El Campo Texas
Atlantic Refining Co	Dallas Texas
Bank, First Natl	
AttN: Charles Huddleston	Dallas Texas
Bank, First National	
Trustee of David B Trammell Estate	Fort Worth Texas
Bank, First Natl Trustee for	
Estate of Mary Frances White Webb	Fort Worth Texas
Bnk, Natlof Commerce Trustee	Houston Texas
Barnett, Marguerite	Dallas Texas
Bradley Producing Corp	Wellsville NY
Bradley Johnnie V	Gladewater Texas
Burke, J Afton	Corsicana Texas
Buttram, Frank	OklaCity Okla
Champlin Oil & Refg Co	Enid Oklahoma
Cleroy Inc	Tulsa Okla
Collins, W J	Seguin Texas
Continental Oil Co	Fort Worth Texas
Cox, Edwin B & Jake L Hamon	Dallas Texas
Cutbirth, Sam T	Wharton Texas
Dean, J S	Shreveport La
Edson Pet Co	Houston Texas
Edwards, John K Tr# 891	
Edwards, Miss Margie Tr# 891	Fort Worth Texas
Episcopal Theo Seminary of SW	Houston Texas
Falvey, Frances E	Milwaukee Wisc
Falvey, Dr J W	Longview Texas
Falvey, J W Jr	"
General American Oil Co of Texas	Dallas Texas
Great Expectations Oil Corp	Fort Worth Texas
Green, EV	Breckenridge Texas
Humble Oil & RefgCo	Houston Texas
Kahn, Dr S H	Dallas Texas
Kirby Pet Co	Houston Texas
Lasca Inc	Fort Worth Texas
Midwest OilCorp	Midland Texas
Moncrief, WA Jr	Fort Worth Texas
Mucher, Mrs Aliece M	Longview Texas
McBride, WC Inc	St Louis 5 Missouri
McDonald Brothers	
McDonald, TB Trustee	
McDonald, TB & CD	
McDonald, Claud D	Atlanta Texas

Page# 2

McFarland, Mrs JM	Gladewater Texas
McGroy Inc	Tulsa Oklahoma
Lanroy Inc	
Neustadt, DW	Ardmore Okla
Nichols, Jno W Trustee	OklaCity Okla
North Central Oil Corp	Houston Texas
O'Brien, p F	Shreveport La
Olvey, Mucher & Sample	Longview Texas
Pan American Petroleum Corp	Fort Worth Texas
Phillips, Loyce	Gladewater Texas
Pittsburg Petroleum Co	San Antonio Texas
Reynolds, J C	New York NY
Royalties Management Corp	Tulsa Okla
Shell Canadian Exploration Co	Houston Texas
Shell Oil Co	Houston Texas
Nancy Showers Trust # 1-A	
Nancy Showers Trust # 2-A	Houston Texas
Sinclair Oil & Gas Co	Fort Worth Texas
Skelly Oil Co	Tulsa Okla
Smith, Mrs Verne M	Longview Texas
Smith, Verne M Indep Exec	Longview Texas
Socony Mobil OilCo Inc	Dallas Texas
Sohio PetCo	OklaCity Okla
Stieren, Jack	San Antonio Texas
Stieren, Jack Indep Exec	San Antonio Texas
St Louis Union Trust Co Trustee	St Louis Mo
Stovall, Guy F	El Campo Texas
Sun Oil Co	Dallas Texas
Sunray Mid Continent OilCo	Tulsa Okla
Texaco Inc	Houston Texas
Tidewater Oil Co	Houston Texas
Victory, Rose Dorothy	Austin Texas
Weisner, Raymond A	Salisbury Maryland
Wise, Watson W	Tyler Texas
Burk Royalty Co (Berry Brown & Co)	Wichita Falls Texas
Carter, Mizell, Carruth & Bradford	
Cleve Cullers & Co	Dallas Texas
Hall, Bell, Walker & Clarke	Abilene Texas
Kirkwood & Darby	Houston Texas
Carlton Meredith	Fort Worth Texas
	Dallas Texas
Robert Cargill	Longview Texas
Flewellen, E T	"
Cities Service Pipe LineCo	Bartlesville Oklahoma
Humble Pipe Line Co	Houston Texas
Sinclair Pipe LineCo	Independence Kansas
Southwestern Electric Power Co	Mt Pleasant Texas
Western Union Telegraph Co	Dallas Texas
Wood County Elec Coop	Quitman Texas
Texas & Pacific Railway Co	Dallas Texas
St Louis Southwestern Railway Co	Tyler Texas

LEASE AGREEMENT

//

THIS LEASE, made this the 24th day of June, 1960,
 between Miller Machinery Co. of Tyler, Texas,
 hereinafter known as LESSOR, and Prec. 2, Upshur County
 a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONER'S COURT Pursuant
 to an order duly and regularly passed on the 24th day of June, 1960, witnesseth that

Whereas, the LESSEE requires the use of the following equipment: 1-New Allis-Chalmers Model D (Gas) Motor Grader, Std. Eqt. w/ Front Wheel Lean, Power Circle Turn, 3 Valve Grp. & 2 Valve Grp. (Aux.) & 8:25 x 20 Front & Rear Tires, Serial #5704, Motor #17-21009.

heremafter referred to as Motor Grader
 for the purpose of building and maintaining roads, and whereas, there is now available, and will be available in said County's
 Road and Bridge Fund, monies which it may lawfully spend for leasing said Motor Grader

1 Now therefore, the LESSOR in consideration of the payment of D (Gas) trade in
 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Motor Grader
 for a minimum period commencing on the date of this LEASE and ending November 15, 1961, on the following terms:

1	<u>Model D (Gas) Motor Grader taken in trade.</u>	19
2	<u>\$1,925.00 due November 15, 1960</u>	20
3	<u>\$1,925.00 due June 15, 1961</u>	21
4	<u>\$1,900.00 due November 15, 1961</u>	22
5	11	23
6	12	24

2 The LESSEE acknowledges receipt of above desired Motor Grader, in good order and new condition and
 upon the expiration of the terms of this lease (in the event the option hereinafter referred to has not been exercised) or upon the
 prior termination of this lease, the LESSOR shall be entitled to the immediate possession of said Motor Grader
Motor Grader and the LESSEE shall thereupon deliver said Motor Grader

to the LESSOR at Tyler, Texas, in good order and condition, ordinary wear and tear thereof ex-
 cepted

3 The LESSEE shall have the right to make any reasonable and lawful use of said Motor Grader and shall
 take reasonable and proper care thereof, and at its own expense make all necessary repairs and replacements. In the event of
 any default by the LESSEE in the payment of rent, or otherwise, this LEASE shall terminate at the option of the LESSOR

4 The LESSOR hereby gives the LESSEE the option to purchase said Motor Grader
 in its then condition, at any time during the terms of this LEASE (or within any extension or renewal thereof) or within five
 days thereafter for the purchase price of \$ 5,750.00 to be paid in cash or legally issued County Warrants plus 7.5%
 per annum interest on the amount from the date of this LEASE until such purchase price has been paid, from which total
 amount shall be deducted rentals theretofore paid. In the event said option of purchase is exercised, however, all rentals thereto-
 fore paid shall be deducted therefrom as of the dates such rental installments were paid. In the event the payments are not paid
 at maturity they shall bear six percent per annum interest until paid

5 The LESSOR hereby gives the LESSEE the option to renew or extend this LEASE at any time during the term thereof,
 or within five days thereafter, and upon the same terms and conditions as herein stipulated, said renewal or extension, if any, to
 be endorsed upon this LEASE and signed by both parties thereof.

6 It is hereby expressly understood and agreed that the LESSOR shall not in any case, or under any circumstances, be held
 liable for any loss or damage, or claims for loss or damage, of any kind or character whatsoever, to persons or property, or
 otherwise, arising from, or in any manner connected with the use or operation of said Motor Grader
 and any and all loss or damage, and claims for loss or damage, are hereby specifically waived by the LESSEE.

7 It is expressly agreed and understood that this LEASE does not obligate the LESSEE to purchase said Motor Grader
Motor Grader or to renew this LEASE. It is further expressly agreed and understood that if in the future the
 LESSEE avails itself of the option either to renew this LEASE or to purchase said Motor Grader
 as herein provided, it will do so only upon the condition that at the time of exercising said option or renewing this LEASE it
 either has available for said purpose, monies currently available which it will then be lawfully entitled to expend or is lawfully
 entitled to incur the necessary liability for the rental or the payment of the purchase price

8 Any notice that either party desires to give to the other shall be in writing and forwarded by registered mail to the last
 known address of the other party.

9 This LEASE is executed in triplicate, a copy of which LESSEE hereby acknowledges having received.

MILLER MACHINERY COMPANY LESSOR
 By Angus Miller Pres.

Prec. 2, Upshur County LESSEE
 By W. F. Pineda County Judge

ATTEST O. W. Loyd County Clerk

STATE OF TEXAS
 COUNTY OF Upshur

I, O. W. Loyd, County Clerk in and for Upshur County, Texas

do hereby certify that the above and foregoing is true and correct copy of the LEASE AGREEMENT entered into this date by and
 between Miller Machinery Company, as LESSOR, and Prec. 2, Upshur County, Texas,
 as LESSEE, and the same appears of record in Vol _____, Page _____, of the COMMISSIONERS' COURT MINUTES of
Upshur County, Texas.

Given under my hand and seal of office, this, the 24th day of June, 19 60 A D

O. W. Loyd
 County Clerk, Upshur County, Texas

Record

LEASE AGREEMENT

between Miller Machinery Company and Prec. 2, Upshur County

FILED 1960 JUN 24 AM 10:15 O.W. LOYD CLERK, UPSHUR COUNTY

Assignment of Lease

Date June 24, 1960 City Tyler State Texas

For value received the undersigned does hereby sell, assign, and transfer unto Farmers & Merchants Nat'l. Bank of Gilmer (without recourse) the annexed lease dated June 24, 1960

made by the undersigned to Prec. 2, Upshur County Gilmer, Texas

of Model D Motor Grader Machinery, Serial No.(s) 5704

and all property therein described, all moneys due and to become due thereunder and the proceeds of any policy or policies of insurance required by said lease and all of the right, title and interest of the undersigned in and to said lease, property and moneys due or to become due thereunder and in and to the proceeds of any policy or policies of insurance required by said lease and in consideration of the acceptance of this assignment by Farmers & Merchants Nat'l. Bank of Gilmer and as a part of the same transaction the undersigned hereby guarantees the payment of all moneys due, or to become due thereunder, and that the Lessee will perform each and every term, covenant and condition of said lease, at the time and in the manner therein specified, and the undersigned does hereby agree that in the event of default by the aforesaid Lessee in the performance of any of said covenants and agreement, including said payments of rental as they shall fall due, that immediately upon any such default, without further notice, the undersigned will pay to Farmers & Merchants Nat'l. Bank of Gilmer, Texas said money so in default or perform said covenants and conditions so in default

The Undersigned warrants to Farmers & Merchants Nat'l. Bank of Gilmer, Texas (1) the title to the property described in said lease, (2) that said lease is a valid and original lease; (3) that the Lessee in said lease has capacity to contract and that the signatures thereto are the genuine signatures of the parties whose signatures they purport to be, (4) that the unpaid balance of the rent specified in said lease is Five Thousand Seven Hundred Fifty and No/100 as appears from the face thereof, (5) that the Lessee named in said lease (or his assignee) is not in default and has made all payments and has done and performed all acts and things on his part required to be done, paid or performed by the terms of said lease to the date of this assignment; (6) that any insurance required by said lease has been effected and is now in full force and effect.

The liability of the undersigned shall not be affected by any indulgence, compromise, settlement, extension of credit, or variation of terms effected by the Lessee or any person interested Notice of acceptance of this guaranty, notices of non-payment and non-performance, notices of amount of indebtedness outstanding, at any time, protests, demands and prosecution of collection, and possessory remedies, and the right to remove any action from the Court originally acquiring jurisdiction are hereby expressly waived by the undersigned

MILLER MACHINERY COMPANY (L.S.) (Lessor's Signature)

By J. Bryan Miller, Pres. (Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 24th

day of June 1960, and agrees to make all payments due under

said lease to Farmers & Merchants Nat'l. Bank of Gilmer, Texas

Prec. 2, Upshur County (L.S.) (Lessee's Signature)

By (Signature of Authorized Officer)

13

PETITION FOR ELECTION TO CONVERT
Common School District to Independent School District

THE STATE OF TEXAS

COUNTY OF UPSHUR

TO THE HONORABLE WEIBY K. PARISH, COUNTY JUDGE OF SAID COUNTY.

We, the undersigned, legally qualified property taxpaying voters residing in East Mountain Common School District No. 31, of said county, which said School District maintains a first-class High School of twelve grades, offering sixteen or more credits, respectfully pray that an election be ordered in said School District for the purpose of determining if said East Mountain Common School District No. 31 shall be converted into an Independent School District, as provided by Article 2742j, Revised Civil Statutes of the State of Texas

*WITNESS OUR HANDS, this the 24 day of June, 19 60.

<u>J. N. McMichael</u>	<u>Wing Hindling</u>
<u>A. E. Cope</u>	<u>Mrs Norman Price</u>
<u>Odie Barber</u>	<u>Arlene Davis</u>
<u>A. R. Rainey</u>	<u>Audrey Rash</u>
<u>E. J. Richardson</u>	<u>C. B. Maskey</u>
<u>A. Smith</u>	<u>M. O. Watts</u>
<u>W. A. Cook</u>	<u>Mrs Milton Lash</u>
<u>L. D. Webb</u>	<u>Billy J. Williamson</u>
<u>D. O. Cavitt</u>	<u>Barbara Purkett</u>
<u>H. J. Phillips</u>	<u>C. W. Putman</u>
<u>Christy Wheeler</u>	<u>L. G. Lousard</u>
<u>L. M. Bair</u>	<u>Mrs. Leta Kennamer</u>

*Petition must be signed by 20 or a majority of legally qualified property taxpaying voters residing in district.

Mrs. L. J. Mayo
W. E. Witches

M. J. White

Odie A. Baker

Mrs. Dorothy Johnson

A. M. Johnson

Mrs. J. T. Damer

Robert Alexander

O. W. LOYD
CLERK OF SHUR COUNTY
1960 JUL - 2 AM 11. 58
FILED

Mrs M. C. Alexander

M. C. Alexander

Mrs. Odie Banks

W. C. Mathis

J. L. Coulter

R. M. Stark

Dallas E. Wilson

Geo L. Wilson

B. J. Cymr

W. F. Guest

Mrs. & Mrs. Boyd Stracine

E. C. Loyd

Mr. & Mrs. E. L. Show

Bobby R. Jones

Elton Hagler

J. B. Hagler

Jim. Datta Sr.

ORDER FOR ELECTION TO CONVERT COMMON SCHOOL DISTRICT TO INDEPENDENT SCHOOL DISTRICT

THE STATE OF TEXAS }
COUNTY OF UPSHUR }

WHEREAS, on the 2nd day of July, 19 60, there was presented to me the petition of 49 persons asking that an election be ordered to determine whether or not East Mountain Common School District No 31, of Upshur County Texas shall be converted into an Independent School District as provided by Article 2742j, Revised Civil Statutes of the State of Texas

It appearing that said petition is signed by at least twenty¹ (~~or more~~) legally qualified voters residing in said Common School District, and that said Common School District maintains a first-class High School of twelve grades, offering sixteen or more credits, and said petition is otherwise in conformity with law,

Therefore, I, WELBY K. PARISH, in my capacity as County Judge of Upshur County, Texas, do hereby order that an election be held in said Common School District on the 23rd day of July, 19 60, which date is not less than twenty days, nor more than thirty days from the date of the filing of said above mentioned petition, for the purpose of determining whether said East Mountain Common School District No 31 shall be converted into an Independent School District as provided by Article 2742j, Revised Civil Statutes of the State of Texas Said election shall be held at the following place in said Common School District, and the following named persons are hereby appointed officers for said election.

*At East Mountain School Building, in East Mountain, Texas, in said School District with L. D. WEBB as Presiding Judge, and M. O. WATTS and J. M. SALTER, Clerks

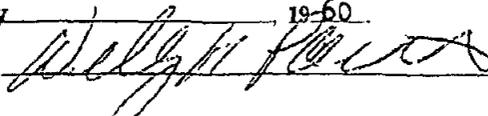
~~THE~~ ~~SCHOOL DISTRICT~~ ~~IN~~ ~~THE~~ ~~STATE~~ ~~OF~~ ~~TEXAS~~
~~IN~~ ~~SAID~~ ~~SCHOOL~~ ~~DISTRICT~~ ~~WITH~~ ~~AS~~ ~~PRESIDING~~ ~~JUDGE~~ ~~AND~~ ~~CLERKS~~
~~AND~~ ~~CLERKS~~

The ballots for said election shall have written or printed thereon the following:
"FOR CONVERTING"
"AGAINST CONVERTING"

Each voter shall mark out with black ink or black pencil one of the above expressions, thus leaving the other as indicating his vote

None but legally qualified voters residing in said Common School District shall be allowed to vote at said election The sheriff of this County shall give notice of said election by posting three copies of this order at three different places within the boundaries of said Common School District, which posting shall be done ^{for} not less than twenty ~~two~~ days prior to the date fixed for said election. Then five days after said election, the officers holding the same shall make returns of the result thereof to the Commissioners' Court of this county as required by law for holding a general election

Dated this the 2nd day of July, 19 60


County Judge, Upshur County, Texas

¹Petition must be signed by 20 or majority of legally qualified voters in district.
²Only one voting place required.
³If only one voting place strike this paragraph.

TREASURER'S QUARTERLY REPORT

BY H. A. Wheeler COUNTY TREASURER
 FROM April 1 TO June 30, 1960 INCLUSIVE

16

	Balance Last Report	Amt Rec. Since Last Report	Disbursements	Transfers In	Transfers Out	BALANCE	
1 General	61,804.72	9,498.19	30,020.30		3,000.00	38,282.61	1
2 Salary	2,869.65	15,172.49	20,100.98	3,000.00		941.16	2
3 R&B	12,843.47	6,933.36	14,928.11			4,848.72	3
4 R&B 1	2,123.67	26,002.57	13,732.56			14,393.68	4
5 R&B 2	2,318.01	25,798.15	13,973.69			14,142.47	5
6 R&B 3	2,998.12	25,827.59	17,706.14			11,119.57	6
7 R&B 4	1,511.91	25,948.16	16,828.57			10,631.50	7
8 Perm Imp	289.99					289.99	8
9 Perm School	7,832.57	34,176.24	36,920.73			5,088.08	9
10 Social Sec	12,150.08		3,057.28			9,092.80	10
11 Jury	6,316.34	251.22	1,424.25			5,143.31	11
12 R&B 3A Int & Skg	12,097.22	323.36				12,420.58	12
13 R&B 1B Avail							13
14 Road Dist. 1-C Avail	7,278.29	6,196.78	467.14			13,007.93	14
15 Road Dist. 1-C Int & Skg							15
16 Upshur Law Library	111.25	27.00	60.00			78.25	16
17 R. O. W.	16.85	12,617.37	1,940.66			10,693.56	17
18							18
19							19
20	132,562.14	188,772.48	171,160.41	3,000.00	3,000.00	150,174.21	20

LIST OF BONDS AND OTHER SECURITIES ON HAND
 PERMANENT SCHOOL FUND

18 Ore City Ind. Sch. Dist. Bonds @ \$1000.00	\$18000.00	10 Upshur Co. R. O. W. Warrants	\$10,000.00
10 Diboll Ind. Sch. Dist. Bonds @ 1000.00	10000.00	11 U. S. Saving Bonds @ 1000.00	11,000.00
9 Newton Ind. Sch. Dist. Bonds @ 1000.00	9000.00	2 U. S. Saving Bonds @ 500.00	1,000.00
8 Angelina Co. Hospital Bonds @ 1000.00	8000.00	3 Series J Bonds @ 100.00	300.00

UPSHUR COUNTY
TREASURER'S
QUARTERLY REPORT

Covering Period

from April 1, 1960

To June 30 inclusive

Date Filed July 8, 1960

FILED
JUL - 8 11:30 AM '60
CLERK OF COUNTY COURT
UPSHUR COUNTY, TEXAS
O. W. Loyd
County Treasurer, Upshur County

17

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 8 day of July, 1960

O.W. Loyd Clerk
County Court Upshur County Texas

BEFORE ME O.W. Loyd County Clerk, Upshur County, Texas on this day

personally appeared W.R. Parish County Judge Jim Shockey

Commissioner, Precinct No 1 Bryant Holmes Commissioner Precinct No 2

Cloe Spencer Commissioner Precinct No 3 and Horace 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

W.R. Parish
County Judge

Jim Shockey
Commissioner Precinct No 1

Bryant Holmes
Commissioner Precinct No 2

Cloe Spencer
Commissioner Precinct No 3

Horace Morris
Commissioner Precinct No 4

SUBSCRIBED AND SWORN TO Before me, this 8 day of July

A D 1960

O.W. Loyd
County Clerk, Upshur County Texas

18

We, the undersigned qualified voters of the East Mountain Common School District No. 31, by attaching our signatures hereto hereby petition that Billy Beam Black and C. H. Sanders be appointed as supervisors or watchers to serve in the election at the East Mountain School building on July 23, 1960, for the purpose of determining whether or not East Mountain Common School District should remain a Common District or become an Independent District.

Mrs. O. A. Porter
 David Porter
 Emma Porter
 J. P. Pullman
 James Pullman
 John P. Pullman
 Robert J. Pullman
 W. I. Pullman
 L. W. Ortolon
 Willis Ortolon
 F. C. Pace
 Emma Pace
 Nadine Stroop
 Mrs. S. M. Anthony
 G. F. Harris
 Art Mae Harris
 Katharine Miller
 Joe J. Miller
 Mrs. Joe J. Miller
 James M. Miller
 Mrs. James M. Miller
 M. A. Richardson
 Mrs. M. A. Richardson
 Mr. W. E. Gray
 Mrs. W. E. Gray
 H. K. Landis
 O. M. Shurkill
 Mrs. O. M. Shurkill

20

ORDER FOR APPOINTMENT OF SUPERVISORS AND
ELECTION TO CONVERT COMMON SCHOOL DISTRICT
TO INDEPENDENT SCHOOL DISTRICT

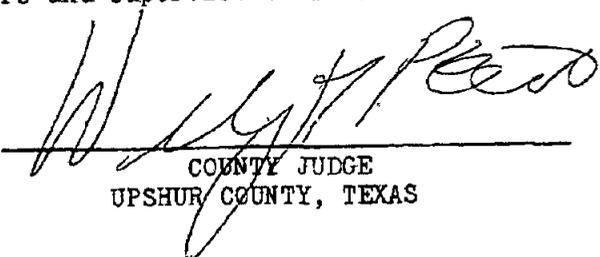
STATE OF TEXAS !

COUNTY OF UPSHUR !

WHEREAS, on the 18th day of July, 1960, there was presented to me the petition of forty seven (47) persons asking that supervisors be provided for an election to be held at East Mountain School, said election being to determine whether or not said school should be converted into an Independent School District as provided for by Article 2742J, Revised Civil Statutes, State of Texas, and whereas, the petition of forty seven (47) persons asking that there be appointed supervisors to watch the conduct of said election on July 23, 1960, and whereas, said petition appears to be in conformity with the law;

THEREFORE, I, Welby K. Parish, in my capacity as County Judge of Upshur County, Texas, do hereby order that the following people be appointed as supervisors or watchers of said election to be held at East Mountain School building, East Mountain, Texas.

AND IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that Billy Beam Bialock and C. H. Landers are hereby appointed as watchers, observers and supervisors of said election.



COUNTY JUDGE
UPSHUR COUNTY, TEXAS

A1947—Order Declaring Results of Election to Convert Common School District into Independent School District under Article 2742)

Order Declaring Result of Election to Convert Common School District to Independent School District

21

THE STATE OF TEXAS

COUNTY OF UPSHUR

On this the 25th day of July, 19 60, the Commissioners'

Court of Upshur County, Texas, convened in special session with the following members present to-wit:

- WELBY K. PARISH County Judge,
- JIM SHOCKEY Commissioner Precinct No. 1,
- BRYANT HOLMES Commissioner Precinct No. 2,
- CLOE SPENCER Commissioner Precinct No. 3,
- HORACE MORRIS Commissioner Precinct No. 4,
- O. W. LOYD County Clerk,

and the following absent: NONE constituting a quorum, and among other proceedings, passed the following order:

There came on to be considered the returns of an election held on the 23rd day of July, 19 60, in East Mountain Common School District No. 31 on the proposition of converting said Common School District into an Independent School District as provided by Article 2742) of the Revised Civil Statutes of the State of Texas, and it appearing that said election was in all respects legally held, and that said returns were duly and legally made, and that there were cast at said election 548 valid and legal votes, of which number there were cast:

"FOR CONVERTING" 420 votes.

"AGAINST CONVERTING" 128 votes.

It is, therefore, found and declared and so ordered by the Commissioners' Court of Upshur County, Texas, that a majority of the legally qualified voters residing in said Common School District voted FOR the converting of said Common School District into an Independent School District, and therefore, said Common School District is hereby converted into an Independent School District.

That said Common School District shall be hereafter known as East Mountain Independent School District, and the boundaries of said Independent School District, which are the same boundaries as the former Common School District, are hereby defined and more particularly described on the attached Exhibit "A," which said Exhibit "A" is made a part of this order for all intents and purposes.

The County Clerk is hereby authorized and instructed to furnish the County Board of School Trustees of this county with a certified copy of this order.

The above order being read, it was moved and seconded that same do pass Thereupon, the question being called for, the following members of the Court voted AYE: JIM SHOCKEY, BRYANT HOLMES, CLOE SPENCER, HORACE MORRIS, and the following voted NO:

If majority voted against converting, strike the balance of this paragraph and the following paragraphs.

PASSED, APPROVED AND ADOPTED this the 25 day of July

19 60

22

W. G. H. Dent
County Judge

Jim Shoney
Commissioner Precinct No. 1

Robert Helmer
Commissioner Precinct No. 2

Clare Spencer
Commissioner Precinct No. 3

Harold Morris
Commissioner Precinct No. 4

I, the undersigned, Clerk of the County Court and Ex-Officio Clerk of the Commissioners' Court of Upshur County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an order passed by said Commissioners' Court on the _____ day of July, 19 60, and of the minutes pertaining to its adoption, as said order appears of record in Book _____, Pages _____, of the Minutes of said Commissioners' Court.

WITNESS MY HAND, and the seal of the Commissioners' Court, this the 25 day of July, 19 60.



O. W. Loyd
Clerk of the County Court and Ex-Officio
Clerk of the Commissioners' Court of

Upshur County, Texas

EXHIBIT "A"

Mets and bounds description of the boundary lines of the East Mountain

Independent School District:

FILED
AUG 11 PM 3 28
O. W. LOYD
CLERK, UPSHUR COUNTY

OATH OF BOARD OF EQUALIZATION 24

"I, as a member of the Board of Equalization of Upshur,
County, Texas, for the year A.D., 1960, hereby solemnly swear:

"That in the performance of my duties as a member of such
Board for said year, I will not vote to allow any taxable property
to stand assessed on the tax rolls of said County for said year at
any sum which I believe to be less than its true market value, or
if it has no market value, then its real value, that I will faith-
fully endeavor, and as a member will move to have each item of
taxable property which I believe to be assessed for said year at
less than its true market value, or real value, raised on the tax
rolls to what I believe to be its true market value, if it has a
market value, and if not, then to its real value; and that I will
faithfully endeavor to have the assessed valuation of all property
subject to taxation within said County, stand upon the tax rolls
of said County for said year at its true cash market value, or if
it has no market value, then its real value. I solemnly swear that
I have read and understand the provisions contained in the Consti-
tution and Laws of this State relative to the valuation of taxable
property and that I will faithfully perform all of the duties re-
quired of me under the Constitution and Laws of this State. So
help me God."

[Handwritten Signature]

County Judge

[Handwritten Signature]

Commissioner Precinct # 1

[Handwritten Signature]

Commissioner Precinct # 2

Commissioner Precinct # 3

Commissioner Precinct # 4

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 23 day of

June 19 60, by

[Handwritten Signature]

County Judge

[Handwritten Signature]

Commissioner Precinct # 1

[Handwritten Signature]

Commissioner Precinct # 2

Commissioner Precinct # 3

Commissioner Precinct # 4

Each.

County Clerk Upshur County,
Texas.

23 day of June, 19 60.

Commissioners Court met in regular session. Motion made, second & carried to appoint election officials to hold General Election Nov. 4, 1960.

- | | |
|--------------------|--------------------|
| 1. S.E. Gilmer | Matt Camp |
| 2. N.E. " | John Brogotti |
| 3. S.W. " | Henry Stropp |
| 4. N.W. " | Cody Yocum |
| 5. Glenwood | Dewey Webb |
| 6. Lafayette | Joe Douglas |
| 7. B,g Sandy | Frank Honeycutt |
| 8. Absentee | Roy Halliburton |
| 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 Weldon |
| 15. Pritchett | Carl Holloway |
| 16. Rockey | Earnest Fardue |
| 18. Diana | John Duffey |
| 19. Ore City | Jim Ferguson |
| 20. Rhonesboro | Webby Carlock |
| 21. East Mountain | C.A. Johnson |
| 22. Johnson Chapel | Lewis Carroll |
| 23. Latch | A.M. Hearn |
| 24. Brumley | R.D. Hackler |
| 25. Rosewood | Austin Hurt |
| 26. Coffeville | Marshall Bassham |
| 27. Union Grove | Fred Watkins |

John Duffey
11/3/60

Wally H. Pearce
John Stropp
Clay Spencer

County Judge

Commissioner Prec. #1

Commissioner Prec. #3

DEPARTMENT OF THE ARMY

0-1

LICENSEE

FOR RECREATIONAL PURPOSES

"LICENSEE"

FERRIS BRIDGE RESERVOIR, TEXAS
(LAKE O'THE PINES)

THE SECRETARY OF THE ARMY, under authority of Section 209 of the Flood Control Act of 1954 (68 Stat. 1248, 1266; 16 U.S.C. 460d) does hereby grant to UPSEUR COUNTY, TEXAS (THROUGH COMMISSIONERS COURT), for a period of twenty-five (25) years from the date hereof, a license to use and occupy certain lands under the jurisdiction of the Department of the Army in Lake O'the Pines, for the construction, operation and maintenance of a recreational area as a service to the public, as shown in red on Exhibit "A", attached hereto and made a part hereof.

THIS LICENSE is granted subject to the following provisions and conditions:

1. That the licensee, in the exercise of the privileges hereby granted, shall conform to such rules and regulations as may be prescribed by the Secretary of the Army to govern the public use of the said reservoir area, and with the provisions of Section 209 of the Flood Control Act of 1954 (68 Stat. 1248, 1266; 16 U.S.C. 460d).

2. That the licensee may construct upon said land such buildings, improvements, facilities, accommodations, fences, signs, wharves, piers, boat slips, and other structures as may be necessary for the purposes of this license, and may plant seeds, shrubs, and trees, provided that all such structures shall be constructed and the landscaping accomplished in accordance with plans approved by the District Engineer, U. S. Army Engineer District, New Orleans, in charge of the administration of the property.

3. That the licensee shall protect the property from fire, vandalism, and soil erosion, and may make and enforce such rules and regulations as are necessary, and within its legal authority, in exercising the privileges granted in this license, provided that such rules and regulations are not inconsistent with those prescribed by the Secretary of the Army to govern the public use of the reservoir area.

4. That the licensee, in exercising its Governmental or proprietary functions, may operate facilities and accommodations and provide services needed by the public directly, and may enter into concession agreements with third parties for providing needed services to the public, provided that any such agreements have the prior approval of the said District

Incl #13

c-2

Engineer, and provided further, that any profits obtained by the licensee from any such agreements shall be utilized by the licensee in the further development of the area, and that any profits not so utilized shall be paid to the said District Engineer at the expiration of each five-year period of this license. The licensee and its concessionaires may make reasonable charges for such services and for the use of such facilities and accommodations, provided that such charges shall have the prior written approval of the said District Engineer.

5. That the licensee shall, within the limits of available funds, proceed immediately with the development of said lands for the purposes of this license and prosecute its program to completion in an orderly manner and at a rate consistent with the needs of the public.

6. That the right is hereby expressly reserved to the United States, its officers, agents, and employees, to enter upon the said land and water area at any time and for any purpose necessary or convenient in connection with river and harbor and flood control work, and to remove therefrom timber or other material required or necessary for such work, to flood said premises when necessary, and/or to make any other use of said land as may be necessary in connection with public navigation and flood control, and the licensee shall have no claim for damages of any character on account thereof against the United States or any agent, officer, or employee thereof.

7. That any property of the United States damaged or destroyed by the licensee incident to the exercise of the privilege herein granted shall be promptly repaired or replaced by the licensee to the satisfaction of the said District Engineer.

8. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the licensee, or for damages to the property or injuries to the person of the licensee's officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to the flooding of said premises by the Government or flooding from any other cause, or arising from or incident to any other Governmental activities on the said premises, and the licensee shall hold the United States harmless from any and all such claims.

9. That this license may be relinquished by the licensee at any time by giving to the Secretary of the Army through the said District Engineer, at least thirty (30) days' notice in writing.

10. That this license may be revoked by the Secretary of the Army in the event the licensee violates any of the terms and conditions of this license and continues and persists therein for a period of thirty (30) days after notice thereof in writing by the said District Engineer.

e. 3

11. That, on or before the date of expiration of this license or its relinquishment by the licensee, the licensee shall vacate the said Government premises, remove all property of the licensee therefrom, and restore the premises to a condition satisfactory to the said District Engineer. If, however, this license is revoked, the licensee shall vacate the premises, remove said property therefrom and restore the premises as aforesaid within such time as the Secretary of the Army may designate. In either event, if the licensee shall fail or neglect to remove said property and so restore the premises, then said property shall become the property of the United States without compensation therefor and no claim for damages against the United States or its officers or agents shall be created by or made on account thereof.

12. That the licensee shall not discriminate against any person or persons because of race, religion, color or national origin in the conduct of its operations hereunder.

IN WITNESS WHEREOF, I have hereunto set my hand by direction of the Assistant Secretary of the Army this 4th day of April 1960.

R. P. Alexander

R. P. ALEXANDER
Colonel, GS
Executive
CASA (MFRS)

The above instrument, together with all the conditions thereof, is hereby accepted this 9 day of May 1960.

UPPER COUNTY, TEXAS (THROUGH COMMISSIONERS COURT)

BY W. H. K. Pruitt

title County Judge

Upper County,
Texas