

May 26, 1961

Commissioners Court Met in special session with all members present. Motion was made, seconded and carried that Dewey Webb be appointed constable Pret. 5 Upshur County, Texas to replace E. R. Fenton, resigned.

W. K. Parish
 Jim Shockey
 Bryant Holmes
 M. L. Langford
 Horace Morris.

June 23, 1961

Commissioners' Court met in special session open bids for gasoline, oil, diesel, and allied products for Upshur County, Texas, for period July 1, through Dec. 31, 1961. Bid of Mitchell Oil Co. accepted for gas, oil, and greese. Bid of Long Motor Co. accepted for tires, batteries and allied products. Copy of bids with these minutes. (See Pages 293-298

Welby K. Parish
 Jim Shockey
 M. L. Langford
 Horace Morris

June 30, 1961.

Commissioners' Court met in special session with all members present. Motion made, and seconded to equalize certain tax renditions known to be inequitable. After renditions have been worked and unequalities equalled a blanket raise of 10% of valuation shall be imposed on all properties excluding oil properties and utilities. Motion carried.

Jim Shockey
 M. L. Langford
 Horace Morris

7-3-61

Comm. Court met in Special Session. Motion made and seconded and carried to raise Bob Ashworth Salary to \$250.00 per mo.

Welby K Parish
 Jim Shockey
 Bryant Holmes
 M. L. Langford
 Horace Morris.

8-30-61

The Commissioners' Court met in special session with all members present. Motion made by Horace Morris, seconded by Milton Langford that order be passed requesting Board of County & District Road Indebtedness of State of Texas to return to Upshur County its share of Lateral Road Fund in County & Road District Highway Fund as of August 31, 1961, to be used for construction and/or improvement of County Roads. All Commissioners voting in the affirmative. This order passed.

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W. K. Parish Bryant Holmes
 Jim Shockey M. L. Langford
 Horace Morris

TREASURER'S QUARTERLY REPORT

BY H.A. WHEELER COUNTY TREASURER
 FROM SEPT 30 1960 TO Dec. 31, 1960 INCLUSIVE

	Balance Last Report	Amt Rec Since Last Report	Disbursements	Transfers In	Transfers Out	BALANCE	
1 General	4,809.52	99,125.79	26,566.63			77,368.68	1
2 Salary	2,076.07	22,520.73	23,359.09			1,237.71	2
3 R&B	322.14	57,626.90	16,751.15			39,197.89	3
4 R&B 1	1,713.33	15,497.81	9,894.99	2000.00		9,316.15	4
5 R&B 2	4,635.43	15,287.43	14,362.42			5,561.45	5
6 R&B 3	918.30	15,116.64	7,002.62			9,032.32	6
7 R&B 4	2,329.37	14,224.54	13,739.87			2,814.04	7
8 Perm Imp.	289.99					289.99	8
9 Perm School	12,320.31	9,978.67	718.75			21,580.23	9
10 Social Sec.	6,134.38		2,835.68			3,298.70	10
11 Jury	3,767.17	5,656.52	1,544.30			7,879.39	11
12 R&B 3A Int & Skg	11,680.36	3,783.60				15,463.96	12
13 R&B 1B Avail							13
14 Road Dist 1-C Avail	12,125.00	31.24			2000.00	10,156.24	14
15 Road Dist 1-C Int & Skg							15
16 Upshur Law Library	89.75	7.00	50.50			46.25	16
17 R O. W.	4,895.66	164.83	477.25			4,583.24	17
18							18
19							19
20 TOTAL	68,106.78	259,021.70	119,302.24	2000.00	2000.00	207,826.24	20

LIST OF BONDS AND OTHER SECURITIES ON HAND PERMANENT SCHOOL FUND

18 Ore City Ind. Sch. Dist. Bonds @ 1000.00	\$18,000.00	10 Upshur Co. R. O. W. Warrants	\$10,000.00
10 Diboll Ind. Sch. Dist. Bonds @ 1000.00	10,000.00	9 U. S. Savings Bonds @ 1000.00	9,000.00
9 Newton Ind Sch Dist Bonds @ 1000.00	9,000.00	2 U. S. Savings Bonds @ 500.00	1,000.00
8 Angelina Co. Hospital Bonds @ 1000.00	8,000.00	3 Series J Bonds @ 100.00	300.00
6 Huntington Rural High Sch Bonds @ 1000.00	6,000.00	TOTAL ALL BONDS	71,300.00

FILED
JAN 10 PM 2 11
O W LOYD
CLERK, UPSHUR COUNTY

UPSHUR COUNTY
TREASURER'S
QUARTERLY REPORT

Covering Period

From Oct. 1 - 1960

To Dec 31 - 1960 Inclusive

Date Filed Jan. 10 - 1961

H. W. Wheeler
County Treasurer, Upshur County

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THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME, the undersigned authority on this day personally appeared
H. W. 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

SWORN TO AND SUBSCRIBED before me, this 10 day of Jan, 1961

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. K. Parish* County Judge *Jim Shockey*
Commissioner Precinct No. 1, *Bryant Helmer* Commissioner Precinct No. 2,
Milton Langford Commissioner, Precinct No. 3, and *Horace Murrell*
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
Jim Shockey
Commissioner Precinct No. 1
Bryant Helmer
Commissioner Precinct No. 2
Milton Langford
Commissioner Precinct No. 3
Horace Murrell
Commissioner Precinct No. 4

SUBSCRIBED AND SWORN TO before me this 10 day of Jan
A. D. 1961

O. W. Loyd
County Clerk, Upshur County Texas

FILED
 11 10 11 3 40
 O. W. LOYD
 CLERK, UPCHUR COUNTY, TEXAS

FILED
 --- O. W. LOYD ---
 CLERK, UPCHUR COUNTY

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CONTRACT FOR COMPILING A DELINQUENT TAX RECORD

THE STATE OF TEXAS
 COUNTY OF UPCHUR } KNOW ALL MEN BY THESE PRESENTS

WHEREAS, Senate Bill No 231, Acts of the Fifty-Fourth Legislature, Regular Session 1955, requires that the Assessor-Collector of Taxes shall cause to be compiled a delinquent tax record, and,

WHEREAS, Senate Bill No 231 further requires that the Assessor-Collector of Taxes shall cause to be prepared a two year supplement or a recompilation, when as many as two years taxes have become delinquent which are not shown on the delinquent tax record of his county, and,

WHEREAS, the Assessor-Collector of Taxes for Upshur County, Texas deems it necessary and expedient to contract with a competent firm to compile said delinquent tax record --- under his supervision, and

WHEREAS C R Law Tax Records, Inc, with its principal office in Austin, Travis County, Texas, is engaged in and now does such work and represents that it is fully equipped, competent and capable of performing the above desired work and is willing and ready to perform said work in accordance with the provisions of law, rulings of the Comptroller of Public Accounts, Austin, Texas and suggestions of the Assessor-Collector of Taxes for Upshur County, Texas and,

WHEREAS, after having made careful investigation of C R Law Tax Records, Inc and after having considered the same the Assessor-Collector of Taxes for Upshur County, Texas desires to enter into contract with the said C R Law Tax Records, Inc, for compiling a delinquent tax record --- for the years ~~1919~~ ¹⁹⁵⁴ to ~~1959~~ ¹⁹⁶⁰, both inclusive

NOW THEREFORE this contract made and entered into by and between Tully Reynolds Assessor-Collector of Taxes for Upshur County, Texas hereinafter called "Collector" and C R Law Tax Records, Inc, hereinafter called "Contractor"

WITNESSETH

- 1 -

Collector agrees to employ and does hereby employ Contractor to compile a delinquent tax record --- for Upshur County, Texas for the years ~~1919~~ ¹⁹⁵⁴ to ~~1959~~ ¹⁹⁶⁰, both inclusive, showing all the unredeemed, uncanceled delinquent taxes remaining charged on the official delinquent tax records and delinquent lists of Upshur County, Texas for said years.

- 2 -

The general arrangement and set up of the record shall be made as required by law, rulings of the Comptroller of Public Accounts, Austin, Texas and suggestions of Collector. The record shall be written on the paper and form prescribed by the Comptroller of Public Accounts. The record shall be bound as directed by Collector. The expense for binding the two copies of the record to be delivered to Upshur County shall be paid by Upshur County in addition to the compensation paid to Contractor for compiling the record.

- 3 -

Contractor shall compare the credits shown on the copy of the delinquent tax records and delinquent lists of Upshur County on file in the office of the Comptroller of Public Accounts, Austin, Texas with the credits shown on the original copy of said records in the office of Collector. Contractor shall report all errors in credits to Collector. Contractor shall also report any errors in description, or other discrepancies discovered during the compilation of the record to Collector.

- 4 -

Collector agrees and binds himself to give to Contractor full and complete cooperation during the progress of the work contemplated herein and to make available to Contractor such data and information concerning the records of his office as may be found necessary and to allow Contractor full and free access to the records of the tax office.

- 5 -

Collector agrees to furnish Contractor satisfactory space for the performance of that portion of the work contemplated under this contract which must be performed in the office of Collector.

- 6 -

This contract shall apply to and bind Collector and his successors in office and shall apply to and bind Contractor its successors assigns and legal representatives.

- 7 -

Collector agrees and binds himself and his successors in office to give expeditious attention to examination and approval of the record and to pay to Contractor upon completion delivery and approval of the delinquent tax record --- herein provided for and approval of the account for compiling the record the total sum for said record, to-wit Ten Cents (\$ 10) per item or written line, including lines of footings and recapitulation shown on the original copy of the record. Said payment to be made in the manner and as is provided by Senate Bill No 231, Acts of the Fifty-Fourth Legislature, Regular Session, 1955.

"This contract includes the year 1960 which taxes are not now delinquent, it is agreed and understood that the compilation will not be completed until after the 1960 taxes are reported delinquent as of June 30, 1961."

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Contractor agrees and binds, itself that for and in consideration of the price stated herein to do, at its own proper cost and expense, all the work necessary, to furnish all the supplies, materials and equipment required to compile the delinquent tax record --- for Upshur County, Texas for the years 1959 to 1959 both inclusive 1958-1960

IN TESTIMONY WHEREOF, this contract is executed in QUADRUPPLICATE ORIGINALS this the 4 day of JAN, A.D. 1960-61

Tully Reynolds
ASSESSOR-COLLECTOR OF TAXES Upshur COUNTY,
TEXAS

(COLLECTOR'S SEAL)

C R LAW TAX RECORDS, INC
BY: [Signature]
C R Law, President

(CORPORATE SEAL)

ATTEST
[Signature]
C. R. Law, Jr., Secretary.

The foregoing contract by and between Tully Reynolds, Assessor-Collector of Taxes for Upshur County, Texas and C. R. Law Tax Records, Inc of Austin, Travis County, Texas for compiling a delinquent tax record --- in all things approved this the ___ day of ___ A.D. 1960

W. G. R. [Signature]
COUNTY JUDGE Upshur COUNTY, TEXAS

Jim Shores
COMMISSIONER PRECINCT NO 1

(SEAL OF THE COURT)

[Signature]
COMMISSIONER PRECINCT NO. 2

William [Signature]
COMMISSIONER PRECINCT NO 3

[Signature]
COMMISSIONER PRECINCT NO 4

ATTEST.

O W Loyd
COUNTY CLERK, Upshur COUNTY, TEXAS

APPROVED January 4, 1961

(COMPTROLLER'S SEAL)

Robert S. Calvert
ROBERT S CALVERT, COMPTROLLER OF PUBLIC ACCOUNTS,
AUSTIN, TEXAS

IN THE COMMISSIONER'S COURT
OF
UPSHUR COUNTY, TEXAS

WHEREAS on the 15th day of December, 1960 by order of the commissioner's court of Upshur County, Texas, a certain public road was laid out, designated by said court; AND WHEREAS said order through error, mistake or oversight, the same was not duly recorded in the commissioner's court minutes of Upshur County, Texas.

NOW, BE IT REMEMBERED that on this the 1st day of February A. D. 1961 by said commissioners court of said county, a quorum thereof being present at a called meeting and a motion having been made that said order should be now entered and spread upon the minutes of this court with the same full force and effect as if the same had been recorded on the 15th day of December, 1960.

IT IS THEREFORE ORDERED that said public road as described hereafter be and the same is hereby declared to be a public road, to-wit:

BEGINNING at a point in the West Boundary line of Highway Number 26, a distance of 24 feet from the Northeast Corner of a 39 acre tract of land conveyed to Edsel Green by D. F. Smith;

THENCE West parallel with the North Boundary line of said 39 acre tract following a new fence that is now upon the ground, to a large mulberry fence post, which is stake for corner;

THENCE South along and following a new fence to the South Boundary line of an old road, stake for corner;

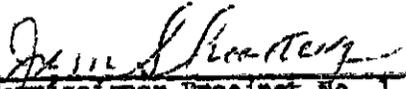
THENCE West to a point intersecting another old fence and the same being the South Boundary line of said old road.

It being the intentions of Grantors herein to grant a right-of-way easement along and across their property on that portion as above described, the same being that portion of land which is located outside of the two fences above mentioned.

Being a strip of land approximately 24 feet wide
North of the fence running East and West and a
strip of land 24 feet wide West of the fence
running North and South.

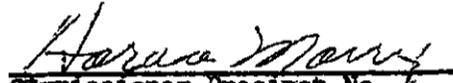
It is further ordered by the said court that when the afore-
said public road is completed that the road now running across
the Edsel Green property shall be and the same is hereby ordered
closed.

WITNESS our hands this the 1st day of February, 1961.


Commissioner Precinct No. 1


Commissioner Precinct No. 2


Commissioner Precinct No. 3


Commissioner Precinct No. 4

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RESOLUTION

RESOLUTION PASSED AND APPROVED FEBRUARY 13, 1961,
AUTHORIZING A LICENSE FOR CONCESSION STAND, BOAT DOCK,
GROCERY STORE, AND OTHER MATTERS CONTAINED HEREIN TO
J. A. BRADLEY ON LAKE OF THE PINES, UPSHUR COUNTY, TEXAS,
SUBJECT TO THE RULES AND REGULATIONS PRESCRIBED BY THE
UNITED STATES GOVERNMENT.

* * * *

WHEREAS, the Commissioners' Court of Upshur
County, Texas, did advertise and seek bids for a com-
mercial site on Lake of the Pines in and off the area
licensed to the County of Upshur, Texas; and

WHEREAS, J. A. Bradley was the successful bidder
and presented to the Commissioners' Court an outline and
master plan for the development of the commercial site;
and

WHEREAS, all requirements of the U. S. Govern-
ment and the County of Upshur, Texas, have been met, and
whereas, a resolution for a sub-license passed; and

WHEREAS, the Commissioners' Court of Upshur County,
Texas, is familiar with the requirements of the U. S.
Government,

NOW, THEREFORE

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE
COUNTY OF UPSHUR, STATE OF TEXAS:

SECTION 1: That the County Judge, Welby Parish,
be, and is hereby, authorized and empowered and directed
to execute a concessionaire agreement for a commercial site
on the County's licensed premises on the Lake of the Ferrell's
Dam project to J. A. Bradley, upon the conditions and terms,
and at the site chosen by the United States Government and
embraced in such concessionaire agreement.

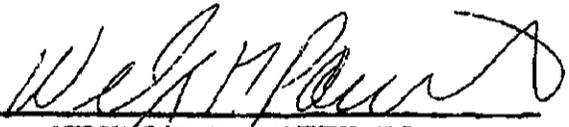
SECTION 2: That the County Clerk be, and is here-
by, authorized, empowered and directed to attest said

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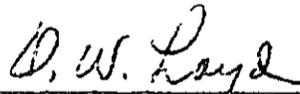
concessionaire agreement under the seal of the County of Upshur, State of Texas.

SECTION 3: That said agreement for the commercial site be for a period not longer than the license of the premises to the County of Upshur, State of Texas, and provided that the grantees shall be subject to all rules, regulations or ordinances of the County of Upshur, State of Texas, passed governing the County of Upshur, State of Texas, licensed area.

PASSED AND APPROVED this 13th day of February, A. D. 1961.


WELBY PARISH, COUNTY JUDGE,
UPSHUR COUNTY, TEXAS.

ATTEST:


O. W. LOYD, COUNTY CLERK,
UPSHUR COUNTY, TEXAS.

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STATE OF TEXAS |

COUNTY OF UPSHUR |

This Concessionaire Agreement made by and between the County of Upshur, Pursuant to a resolution duly passed by the Commissioners' Court of Upshur County, Texas, a certified copy duly appended hereto as Exhibit "A", and J. A. Bradley, subject to the approval of the United States Government, through its authorized Agent, Witnesseth:

That the County of Upshur, Texas, by virtue of the power of authority of the resolution, and such rights as it may have under a license from the United States Government to a certain area of land on Ferrells Dam Reservoir, and subject to the approval of the United States Government, does hereby grant permission to use and occupy the following described premises to J. A. Bradley for commercial purposes:

See Exhibit "A" attached hereto.

THIS AGREEMENT IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS:

1. That the said premises are hereby granted for a term of approximately 24 years beginning March 1, 1961, through February 28, 1985, unless this agreement is revoked by the County in accordance with condition 17 hereof or terminated by the grantee in accordance with condition 18 hereof.

2. That the grantee shall pay to the County of Upshur, Texas, rental in the amount of \$50.00 per annum, payable annually in advance, the first payment to be made on the date of delivery of this agreement to the grantee, and also shall pay to the County at the end of each monthly rental period a sum of money based upon the gross income of the grantee from business operations conducted under this agreement and to be computed from the following schedule:

- a. Two and one-half per cent ($2\frac{1}{2}\%$) on the first Seven Thousand Five Hundred Dollars (\$7,500.00) of annual gross income;
- b. One and one-half per cent ($1\frac{1}{2}\%$) on the second seven thousand five hundred dollars (\$7,500.00) of annual gross income; and

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- c. One per cent (1%) of all annual gross income in excess of fifteen thousand dollars (\$15,000.00).

"Gross income" as used herein means the total receipts of grantee from the business operations conducted under this agreement, without any reduction of any costs or operating expenses of the grantee. Taxes collected by the grantee from customers for direct remittance to a taxing authority will not be considered as receipts of the grantee from business operations. The grantee shall also pay to the County of Upshur, Texas, any sum on demand which may have to be expended after the expiration, revocation, or termination of this agreement in restoring the premises in accordance with (Condition No. 24 hereof). The compensation above reserved shall be made payable to the County of Upshur, Texas.

3. That the premises may be occupied and used by the grantee or his duly authorized agents solely for the conduct of business in connection with the recreational development of the area for the general use of the public. Said business may include the following activities:

- a. Furnishing facilities for mooring or docking privately owned boats;
- b. Maintaining and caring for privately owned boats;
- c. Sale of gasoline and oil;
- d. Hiring of boats (with or without motors);
- e. Sale of feed, refreshments, fishing tackle, fish bait, and other supplies.
- f. Overnight and/or vacation accommodations for trailers and tents;
- g. _____
- h. _____
- i. _____
- j. _____
- k. _____
- l. _____

Said business shall be initiated within a period of 60 days hereafter in a manner satisfactory to the County of Upshur, Texas, and in strict accordance with final drawings and specifications attached hereto and made a part hereof.

4. That the grantee shall have the right, during the term of the agreement to erect structures and provide equipment upon the said premises, which structures and equipment shall be and remain the property of the grantee except as otherwise provided in Condition No. 24 below, and may be removed therefrom by the grantee as provided in condition No. 24; provided, however, that no structure may be erected or altered upon the premises unless and until the design and proposed location or alteration thereof shall have been approved in writing by the said County of Upshur, Texas.

5. That the prices to be charged by the grantee shall be subject to the approval of the County, and a schedule of such prices shall be submitted to the County of Upshur, Texas, for prior

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approval. The grantee shall keep posted at all times in a conspicuous place on the said premises a schedule of such prices, and shall keep a complete and accurate account of receipts and disbursements, which shall be subject to inspection and audit at any time by the County of Upshur, Texas, or its duly authorized representative, who shall have the right to require the maintenance of such additional records as they may deem necessary to adequately reflect the financial operations.

6. That the grantee will keep sanitary facilities, water supply, power, and other utility services abreast of the building development. Septic tanks with disposal lines will be provided for all cafe and housing units. Direct disposal of waste into the lake will not be permitted. Sanitary facilities and drinking water shall be approved by the State Board of Health.

7. That at the time of the commencement of this agreement, the grantee will obtain from a reputable insurance company, acceptable to the County, and carry liability or indemnity insurance providing for limits of \$40,000 per person in any one claim, and an aggregate limit of \$100,000 for any member of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, and for limit of \$10,000 for property damage in any one claim and an aggregate limit of \$40,000 for any number of claims arising from any one incident with respect to property damage resulting from the operations of the grantee under the terms of this agreement.

8. That the grantee shall comply with all Federal laws and regulations and with all the laws, ordinances, and regulations of the State, County, and Municipality wherein the said demised premises are located, with regard to construction, sanitation, licenses or permits to do business, and all other matters.

9. That any and all taxes which may be lawfully imposed by the State or its political subdivisions upon the property or business of the grantee on the said premises shall be paid promptly by the grantee.

10. That the grantee shall not hunt or trap or allow hunting or trapping on the said premises.

11. That the grantee shall not sell, store, or dispense, or permit the sale, storage, or dispensing of any alcoholic beverages on the premises, or permit on the said premises any gambling or games of chance, or install and operate or permit to be installed or operated any device or conduct any activities thereon which in the opinion of the County of Upshur, Texas, are contrary to good morals or are otherwise objectionable. The sale of beer will be permitted provided such sale is consistent with local laws and provided further that the County may direct that the sale of beer be discontinued at any time such sale, in his opinion, becomes contrary to good morals or otherwise objectionable.

12. That the grantee shall not permit or suffer any offense use of the said premises, or the commission of waste thereon, shall not cut timber or native shrubs except as approved in writing by the County, shall not conduct mining operations or drill for oil or gas upon said premises, shall not remove sand, gravel, or kindred substances from the ground, or shall not in any manner substantially change the contour or condition of the property, unless approved in writing by the County, but the grantee may salvage such fallen or dead timber as may be required for use as firewood. The grantee shall keep the premises in good order and in a clean, sanitary, and safe condition, and shall at all times maintain all structures and equipment in a condition satisfactory to the County.

13. That the grantee shall neither transfer nor assign this agreement nor sublet the demised premises, or any part there-

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of, nor grant any interest, privilege, or license whatsoever in connection with this agreement without permission in writing from said County.

14. That there shall be no unreasonable interference with navigation by the exercise of the privileges hereby granted.

15. That no attempt shall be made by the grantee to forbid the full and free use by the public of the water areas of the reservoir.

16. That if the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the County shall be installed and maintained by and at the expense of the grantee.

17. That the County of Upshur, Texas, may revoke this agreement at any time by giving ten (10) days written notice by the County of Upshur, Texas, to the grantee, in the event the grantee violates any of the terms and conditions of this agreement and continues and persists therein for ninety (90) days after notice thereof in writing by the County of Upshur, Texas. In the event of repeated or multiple violations by the grantee requiring two or more notices from the County of Upshur, Texas, with regard to such violations, the agreement may be revoked at the option of the County of Upshur, Texas, without additional period for compliance. In the event it becomes necessary to revoke any agreement prior to satisfactory completion of the development covered by the performance bond, because of a violation in the terms and conditions thereof, including the refusal or inability of the grantee to carry out his proposal for the initial two-year development, the grantee may sell his interest and personal property to a third party provided that the third party is willing to accept and comply with the agreement and is satisfactory to and approved in writing by the County of Upshur, Texas, and that satisfactory surety or sureties are furnished for completion of the developments. However, if the agreement is terminated after the performance bond has been fully satisfied and released, the grantee may vacate the premises and remove his personal property therefrom or sell his interest and personal property to a third party, provided that said third party is acceptable to and approved in writing by the County of Upshur, Texas.

18. That this agreement may be terminated by the grantee at any time after the performance bond has been fully satisfied and released by giving thirty (30) days notice in writing to the County of Upshur, Texas, provided that, in case of such termination, no remission by the County of any rental theretofore paid shall be made. In lieu of termination, the grantee may, if he so desires, sell his interest and personal property to a third party, as provided in Condition 17, except that permission in writing will also be obtained from the surety or sureties company if the performance bond has not been fully satisfied and released.

19. That the use and occupation of the premises granted hereby shall be subject to the general supervision and approval of the said County of Upshur, Texas, and to such rules and regulations as may be prescribed by the County from time to time.

20. That the right is hereby reserved to the United States, their officers, agents, and employees, to enter upon the said premises at any time for inspection and for any purpose necessary or convenient in connection with Government work, to remove therefrom timber or other material, except property of the grantee, required or necessary for such work, to sell and remove merchantable timber therefrom, to flood the premises whenever necessary, to manipulate the level of the reservoir or pool in any manner whatsoever, and to draw down the reservoir or pool to any extent or at any time, and the grantee shall have no claim for damages of any character on account thereof against the United States or any officer, agent, or employee thereof.

21. That the right is hereby reserved to the County of

Upshur, Texas, or the United States, its officers, agents, and employees to construct, or to permit the construction of, facilities suitable for communication, electrical distribution or transmission, water supply, sewage disposal, and similar purposes on the premises, and the grantee shall have no claim for compensation or damages of any character on account thereof.

22. That the grantee shall be responsible for any damage that may be caused to Government property by the activities of the grantee under this lease, and shall exercise due diligence in the protection of all improvements, timber, and other property of the United States or the County which may be located on the said premises, against fire or damage from any and all other causes.

23. That the United States and the County of Upshur, Texas, shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, or for injuries to the person of the grantee (if an individual) nor for damages to the property or injuries to the person of the grantee officers, agents, servants, or employees, or others who may be on said premises at their invitations or the invitation of any one of them, arising from or incident to the flooding of the said premises by the United States or flooding from any other cause, or arising from or incident to any other Governmental Activities; and the grantee shall hold the United States and the County harmless from any and all such claims.

24. That, on or before the date of expiration of this agreement, or its termination by the grantee, the grantee shall vacate the said premises, remove the property of the grantee therefrom, and restore the premises to a condition satisfactory to said County of Upshur, Texas, damages beyond the control of the grantee and due to fair wear and tear excepted. If, however, this agreement is revoked, the grantee shall vacate the premises, remove said property therefrom, and restore the premises to the condition aforesaid within such time as the said County may designate. In either event, if the grantee shall fail or neglect to remove said property and so restore the premises, then, at the option of the County said property shall either become the property of the County without compensation therefor, or the County may cause it to be removed and the premises to be restored at the expense of the grantee, and no claim for damages against the County or its officers or agents shall be created by or made on account of such removal and restoration work.

25. That the service of any notice or demand by the said County of Upshur, Texas, by registered mail, postage prepaid, addressed to the grantee at the said premises, shall be deemed sufficient for the purpose of any notice or demand under this agreement.

26. That no member of the Commissioners' Court, or any employee, or agent of the County of Upshur, Texas, shall be admitted to any share or part of this agreement or to any benefits to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the agreement be for the general benefit of such corporation or company.

27. That if more than one grantee is named in this agreement the obligation of said grantee herein contained shall be joint and several obligations.

28. The grantee warrants that no person or selling agency has been employed or retained to solicit or secure this agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the grantee for the purpose of securing business. For breach or violation of this warranty the County shall have the right to annul this agreement without liability or in its discretion to require the grantee to pay, in addition to the agreement rental or consideration, the full amount of such commission, percentage, brokerage, or contingent

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29. That the rental rates (including the fixed rental and the percent of gross income), as provided in Condition 2 of this agreement, will be renegotiated, to be effective at the commencement of the sixth and thirteenth year, upon the written request of either party, provided that such written request is transmitted to the other party of least six (6) months prior to the expiration of the fifth and or twelfth year. Grantee agrees that, in order to facilitate the negotiations, he will make all of his pertinent records and other data available to the said County of Upshur, Texas. In the event that the grantee and said County cannot agree upon rental rates within the said six (6) month period, the contentions of the grantee and of the County shall be submitted in writing to the District Engineer for determination of appropriate rental rates. The written determination of the District Engineer shall be final and conclusive upon the parties hereto. Any new rental rates will be evidenced by an amendment to this agreement, unless they are determined by the District Engineer, in which event the written determination of the District Engineer will be attached hereto and become a part hereof, as fully as if originally incorporated herein.

The primary objective of the County of Upshur, Texas, in granting this agreement is to obtain services and facilities adequate to meet the public demand at reasonable charges to the public. It is recognized that the grantee is entitled to a fair return for providing the services and facilities. It is further recognized that if the rental rates are too high they may substantially reduce or eliminate the return to the grantee and thereby prevent full accomplishment of the primary objective. If the return to the grantee is excessive, it indicates either that the charges to the public are excessive or that the rental rates are too low. Accordingly, it is agreed by the parties hereto that the negotiations will be carried on diligently and in good faith and that consideration will be given to all pertinent factors necessary to establish the rental at rates that will assure adequate services and facilities at reasonable charges to the public and a fair return to the grantee or his capital investment and for his individual effort.

IN WITNESS WHEREOF the County of Upshur, Texas, has caused this agreement to be executed pursuant of the authority heretofore stated this 14th day of February, 1961.

COUNTY OF UPSHUR, TEXAS

W. A. [Signature]
Jim [Signature]
Robert [Signature]
M. S. [Signature]
Harold [Signature]

This agreement accepted as to all terms and agreements without reservation, this the 14th day of February, 1961.

J. A. Bradley
 J. A. BRADLEY

Executed by the said J. A. Bradley in the presence of the following two witnesses:

Eva [Signature] June [Signature]
 Witness Witness

TREASURER'S QUARTERLY REPORT

BY H.A. Wheeler COUNTY TREASURER

FROM Jan. 1, 1961 TO Mar 31, 1961 INCLUSIVE

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	Balance Last Report	Amt Rec Since Last Report	Disbursements	Transfers In	Transfers Out	BALANCE	
1 General	\$ 77,368.68	15,719.80	27,562.34		14,000.00	51,526.14	1
2 Salary	1,237.71	18,279.25	20,274.30	14,000.00		5,242.66	2
3 R&B	39,197.89	5,732.53	11,619.56		20,000.00	13,310.86	3
4 R&B 1	9,316.75	1,282.85	6,212.12	5,000.00		9,385.88	4
5 R&B 2	5,561.45	1,094.75	9,449.08	5,000.00		2,207.12	5
6 R&B 3	9,032.32	1,221.86	12,516.16	5,000.00		2,738.02	6
7 R&B 4	2,814.04	4,094.75	9,367.88	5,000.00		2,540.91	7
8 Perm Imp	289.99					289.99	8
9 Perm School	21,580.23	7,183.23	19,587.75			9,175.71	9
10 Social Sec	3,298.70	10,767.12	2,631.79			11,434.03	10
11 Jury	7,879.39	834.19	1,289.25			7,424.33	11
12 R&B 3A Int & Skg	15,463.96	875.78	2,903.25			13,436.49	12
13 R&B 1B Avail							13
14 Road Dist 1-C Avail	10,356.24	10.48				10,166.72	14
15 Road Dist 1-C Int & Skg							15
16 Upshur Law Library	46.25	56.91				105.16	16
17 R.O.W. FUND	4,583.24	167.56	2,248.98			2,501.82	17
18							18
19							19
20 TOTAL	207,826.24	59,322.06	125,662.46	34,000.00	34,000.00	141,485.84	20

LIST OF BONDS AND OTHER SECURITIES ON HAND PERMANENT SCHOOL FUND

13- Ore City Ind. Sch. Dist. Bonds @ 1,000.00- 10,000.00
 10- Diboll " " @ 1,000.00 - 10,000.00
 9- Newton " " @ 1,000.00 - 9,000.00
 8- Angelina Co. Hospital Bonds @ 1,000.00 - 8,000.00
 6- Huntington Rural Hl. Sch. Bonds @ 1,000.00 - 6,000.00

9- U.S. Savings Bonds @ 1,000.00 ----- \$ 9,000.00
 2- " " " " @ 500.00 ----- 1,000.00
 10- City of Killeen Gen. Revenue Bonds--- 10,000.00
 1- Series H Sewing Bond ----- 10,000.00
 3- Series J Bonds @ 100.00 ----- 300.00

UPSHUR COUNTY
TREASURER'S
QUARTERLY REPORT

FILED
APR 18 1961
CLERK OF COUNTY
UPSHUR COUNTY
Period
From March 31, 1961
To April 18, 1961
Inclusive

Date Filed April 18

[Signature]
County Treasurer, Upshur County

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THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME, the undersigned authority, on this day personally appeared [Signature] County Treasurer of Upshur County who being by me duly sworn, upon oath says that the within and foregoing report is true and correct

[Signature] County Treasurer

SWORN TO AND SUBSCRIBED before me, this 18 day of April 1961

[Signature] Clerk
County Court, Upshur County Texas

BEFORE ME, [Signature] County Clerk, Upshur County Texas, on this day personally appeared [Signature] County Judge [Signature]

Commissioner Precinct No 1 [Signature] Commissioner Precinct No 2 [Signature]
Commissioner Precinct No 3 and [Signature]

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

[Signature]
County Judge

[Signature]
Commissioner Precinct No 1

[Signature]
Commissioner Precinct No 2

[Signature]
Commissioner Precinct No 3

[Signature]
Commissioner Precinct No 4

SUBSCRIBED AND SWORN TO Before me, this 18 day of April

A D 1961

[Signature]
County Clerk, Upshur County Texas

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TO ALL COUNTY EMPLOYEES:

ARTICLE 1661 of the Statutes of State of Texas, reads as follows:

"The County Auditor shall not audit or approve any such claim unless it has been contracted as provided by law, nor any account for the purchase of supplies or materials for the use of said county or any of its officers, unless, in addition to other requirements of law, there is attached thereto a requisition signed by the officer ordering same and approved by the County Judge or County Auditor. Said requisition must be made out and signed and approved in triplicate by the said officers, the triplicate to remain with the officer desiring the purchase, the duplicate to be filed with the County Auditor, and the original delivered to the party from whom said purchase is to be made before any purchase shall be made."

The purchase of supplies and materials during the past few months have been being made regularly without requisition and without proper signatures. Beginning May 1, 1961, any purchase made by any County officer without first being on requisition and properly approved, will not be paid by Commissioners' Court of Upshur County. The only exception to the above is for gas, oil, grease and wash of Sheriff's autos. Any other purchase regardless of amount or nature must conform to Article 1661.

BY ORDER OF COMMISSIONERS' COURT,
UPSHUR COUNTY, TEXAS.

W. L. Bee
Jim Shott
M. L. Langford

Harve Morris

22 May 1961

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County Judge
Upshur County
Gilmer, Texas

To Whom It May Concern:

I, the undersigned, do hereby resign my position as
Constable of precinct #5, Upshur County, Gilmer, Texas by
reason of not being able to fulfill my duties as Constable.

Ebbie Russell Fenton

E. R. Fenton

12/11/61



GULF OIL PRODUCTS

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June 20, 1961

Upshur County
Gilmer, Texas

Gentlemen

We are pleased to offer you the following quotations on your petroleum requirements for a six months period commencing July 1, 1961 through December 31, 1961

Gulf No-Nox Gasoline- for tank, wagon delivery to your storage at Gilmer Texas at a price of 15.00 per gallon, plus applicable taxes.

Good Gulf Gasoline-For tank wagon delivery to your storage at Gilmer, Texas at a price of 11.10¢ per gallon, plus applicable taxes.

Gulf Diesel-for tank wagon delivery to your storage at Gilmer, Texas at a price of 12.40¢ per gallon plus applicable taxes.

Automotive Lubricating oils & Greases-4.0¢ on automotive oils and .50¢ on automotive greases below prices quoted on the attached consumer Price Schedule.

Above prices to be firm for the period indicated. The above prices are quoted with the understanding that supplier who is low will be awarded the entire requirements for this period.

We appreciate the opportunity of submitting this bid, and it will be a pleasure to serve you.

Yours Very truly

Gulf Oil Corporation

Accepted:

Date _____