

April 30, 1965

Commissioners Court met in special session with all members present. Motion was made, seconded and carried to release the following securities from Depository Pledge of Farmers and Merchants National Bank, Gilmer, Texas, \$ 100,000.00
 4 5/8% U. S. Treasury Notes Series A, Maturity date May 15, 1965. Federal Reserve Receipt # 4527.

L. G. McKinley _____
 _____ W. D. Hatcher
Bryant Holmes

COUNTY DEPOSITORY PLEDGE CONTRACT
 AND/OR FDIC AGREEMENT FOR SCHOOL FUNDS

STATE OF TEXAS }
 County of Upshur } KNOW ALL MEN BY THESE PRESENTS.

That Farmers and Merchants National Bank, Gilmer, Texas, Texas, does hereby pledge and deposit the following securities with the Commissioners' Court of Upshur County, in the amount of 115,000.00 Dollars, upon the terms and conditions and for the purposes hereinafter set forth

E. E. FAIRBANKS
 COUNTY CLERK

LIST OF BONDS PLEDGED TO SECURE FUNDS OF UPSHUR COUNTY SCHOOL FOR 1965-.66
 RECEIPTS OF FIRST NATIONAL BANK DALLAS, TEXAS
 MUNICIPAL BONDS.

RECEIPT NUMBER	DESCRIPTION	AMOUNT
44207	Harris Co Fresh Water 1956	10,000.00
28864	City of Rusk, 4% Water and Sewer 1961	10,000.00
59372	Aledo Ind. Sch. 3 3/8% Series 1964	5,000.00
56521	City of Austin, Texas Free Sch. 2 1/4%	7,000.00
53434	City of Beaumont 2 3/8% St Imp.	5,000.00
42401	City of Blooming Grove, 4% Water and Sewer	7,000.00
64066	Daingerfield Ind. Sch. Series 1950	19,000.00
42029	Dallas Co Water Control 4%	10,000.00
48737	Franklin Co Hospital 3 3/8%	10,000.00
66872	Hunt Co. Road Series B 1949	10,000.00
35573	City of Texarkana 3 3/8% 1948	10,000.00
28850	City of Irving Water and Sewer 2 2/8% 1956	5,000.00
3267	City of Lubbock Water and Sewer 2 3/8% 1956	5,000.00
	Total	115,000.00

Date of Issue	Description, including Serial Numbers	Rate	Date of Maturity	Amount
	LIST ATTACHED.			

(Photocopies of Trust Receipts to be filed with the Texas Education Agency)

These securities held by ~~First National Bank, Dallas, Texas.~~

FEDERAL DEPOSIT INSURANCE CORPORATION

In addition to the above listed securities, or in lieu of same, it is understood that the school funds of said county are protected under the Federal Deposit Insurance Corporation, an agency of the Federal government

The above is contingent on membership in the FDIC by the depository bank. Please indicate below by striking out the clause that does not apply

The bank is or is not a member of the Federal Deposit Insurance Corporation.

THE CONDITIONS of the above contract are such that, whereas, the above bounden pledgor, the **Farmers and Merchants National Bank Gilmer**, Texas, was duly and legally chosen by the Commissioners' Court of _____ County, Texas, as depository of the school funds of said county for a period of two years ending sixty days from the time fixed by law for the next selection of a depository.

NOW THEREFORE, the above bounden pledgor, the **Farmers and Merchants National Bank Gilmer**, Texas, (No officer or director of which is a member of the Commissioners' Court) agrees to the following, to-wit,

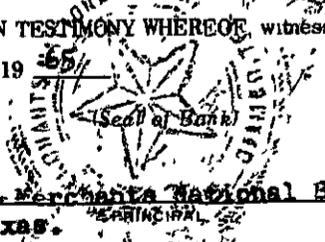
copy - 8
p 31

1. That it will safely keep and faithfully disburse the school funds according to law, and pay such warrants and/or vouchers that may be legally drawn on the funds by legal authority, and that it will account for and report annually a statement of such to the Commissioners' Court and to the Commissioner of Education, as is required by law,
2. That it will comply with all the provisions of the laws of the State of Texas relating to school fund depositories, that it will perform all duties thereon specified, and will execute any and all instruments and documents necessary to evidence its obligation to this county,
- 3 That, at the expiration of the term for which it has been chosen, it will turn over to its successor all the funds, property, and other things of value, coming into its hands as depository, and return the securities pledged to the pledgor. In the event of any indebtedness arising by virtue of the violation of any or all conditions of this contract, the Commissioners' Court of Upshur County, Texas, is hereby authorized to sell at public or private sale, with or without notice to the pledgor, the securities or any part thereof, and apply the proceeds of sale to the satisfaction of such indebtedness.

THE CONDITIONS of this contract are such that if the said depository bank shall perform all obligations hereinabove specified it shall be null and void, otherwise it shall remain in full force and effect.

The above provisions are given in addition to any remedy the pledgee may have in any suit brought on this contract in any court in this State. Any suit arising out of or in any way connected with this contract shall be filed in the County of Upshur, State of Texas, in any court therein having jurisdiction of the subject matter thereof.

IN TESTIMONY WHEREOF, witness our hands and seal this 30th day of Jan., A D 19 65



Farmers and Merchants National Bank
Gilmer, Texas.

By D. W. B...
PRESIDENT

Approved in Open Commissioners' Court this 8 day of Feb., 1965, A D.

19 65
L. H. McHenry
COUNTY JUDGE

(Seal of Court) FIS-002-W-5-CS0

ACKNOWLEDGMENT

STATE OF TEXAS

County of Upshur

Before Me, Maup Sulbeck

on this day personally appeared D. W. Purni, President of the Farmers & Merchants Nat'l Bank of Upshur, Texas, known (DEPOSITORY BANK)

to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the aforementioned bank, a corporation, for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of March

A. D. 19 65



Maup Sulbeck

Notary Public in and for Upshur County, Texas

COUNTY DEPOSITORY PLEDGE
CONTRACT AND/OR FDIC AGREEMENT
FOR SCHOOL FUNDS

Upshur County

Pledgor Farmers & Merchants Nat'l. Bank

Address 444

Upshur, Texas

FILED
1965 APR 12 PM 2:44
O W LLOYD
CLERK UPSHUR COUNTY

1965-67

APPROVED AND FILED AT
TEXAS EDUCATION AGENCY
AUSTIN, TEXAS

APRIL 1, 19 65

By [Signature]
BUSINESS MANAGER

FILED
APR 23 10 58 AM
1965
T. S. A.
CLERK'S OFFICE

Form 40-2.43

County Depository Pledge Contract

STATE OF TEXAS,
County of Upshur

KNOW ALL MEN BY THESE PRESENTS:

That Farmers and Merchants National Bank, Gilmer,
of Upshur County, Texas, does hereby pledge
and deposit the following securities with the Commissioners' Court of Upshur
County, in the amount of Three hundred twenty thousand nine hundred and no/1000 Dollars,
upon the terms and conditions and for the purposes hereinafter set forth.

E. E. FARRIS
Secretary of the County

LIST OF BONDS PLEDGED TO SECURE FUNDS OF UPSHUR COUNTY FOR 1965-1967.

Receipts of First National Bank, Dallas
MUNICIPAL BONDS.

RECEIPT NUMBER	DESCRIPTION	AMOUNT
63813	City of Alford Texas Water and Sewer 4 1/2% 1953	20,000.00
75636	City of Beaumont, St. Imp. Bonds Series 1958	12,000.00
25066	City of Houston, Perm Pave. St Imp. 2 1/2%	5,000.00
49334	City of Overton 3% Water-Sewer Revenue	14,000.00
121	Snyder Texas Cons. Ind. School Dist. 2.90% Bldg	10,000.00

U.S. Governments

56546	U.S. Treas of 1964-69 2 1/2%	10,000.00
25218	" " " 1967-72 2 1/2%	6,500.00
25217	" " " " " "	5,400.00
59786	" " " " " "	50,000.00
67041	" " " 1970 4 1/2%	50,000.00
49911	" " " 1973 4 1/2%	38,000.00

RECEIPTS OF FEDERAL RESERVE BANK, DALLAS, TEXAS

4527	U.S. Treas Note Series A 1965	100,000.00
Total		320,900.00

SECURITIES

AMOUNT

LIST ATTACHED,

1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
5.	_____	\$ _____
6.	_____	\$ _____
7.	_____	\$ _____
8.	_____	\$ _____
9.	_____	\$ _____
10.	_____	\$ _____
11.	_____	\$ _____
12.	_____	\$ _____
	TOTAL # ⁿ), ()	\$ 320,900.00

Signed, sealed and dated this the 30th day of Jan, A. D. 19 65

The conditions of the above contract are such that, whereas, the above bounden pledgor Farmers and Merchants National Bank was on the _____ day of February, A. D. 19____, duly and legally chosen by the Commissioners' Court of Upshur County, Texas, as County Depository for said county for a period of two years ending sixty days from the time fixed

Req. 87

by law for the next selection of a depository, upon its bidding and agreeing to pay the County of None interest on "time deposits" on daily balances kept in said depository of said County of Upshur at the rate of None per cent per annum, said interest payable monthly.

NOW, THEREFORE, if the above bounden pledgor Farmers and Merchants National Bank shall faithfully do and perform all the duties and obligations devolving on it by law as the county depository of Upshur County, and shall upon presentation pay checks drawn on it by the county treasurer of Upshur County, Texas; on "demand deposits" accounts in such depository; and all checks drawn upon any "time deposit" account upon presentation, after the expiration of the period of notice required in the case of "time deposits," and shall faithfully keep said county funds, and account for same according to law, and shall faithfully keep and account for all funds belonging to the county which are deposited with it under the requirements of Article 2547, Vernon's Annotated Revised Civil Statutes, and shall include State funds collected by the tax collector, and shall pay the interest at the time and at the rate hereinbefore stipulated on "time deposits", and shall, at the expiration of the term for which it has been chosen, turn over to its successor all the funds, property, and other things of value, coming into its hands as depository, then and in that event this contract is to be and become null and void and the securities above shall be returned to the pledgor, otherwise to remain in full force and effect, hereby specially authorizing the Commissioners' Court of Upshur County, Texas, to sell at public or private sale, with or without notice to the pledgor, the securities, or any part thereof, and apply the proceeds of sale to the satisfaction of any indebtedness arising by virtue of the violation of any or all the conditions of this contract.

The above provision is given in addition to any remedy the pledgee may have in any suit brought on this contract in any court in this State

Any suit arising out of or in any way connected with this contract, shall be tried in the County of Upshur and State of Texas in any Court therein having jurisdiction of the subject matter thereof.

IN WITNESS of all which we have hereunto set our hands and the said Farmers and Merchants National Bank Gilmer, Texas. has caused these presents to be signed with its name and by its president and attested and sealed with its corporate seal the day and year first above written.

Farmers and Merchants National Bank,
Gilmer, Texas.

By D. W. B. [Signature]
President, as Principal



E. E. FAIRES
 ASSISTANT VICE PRESIDENT

LIST OF BONDS PLEDGED TO SECURE FUNDS OF UPSHUR COUNTY SCHOOL FOR 1965-.66
 RECEIPTS OF FIRST NATIONAL BANK DALLAS, TEXAS

MUNICIPAL BONDS.

RECEIPT NUMBER	DESCRIPTION	AMOUNT
44207	Harris Co Fresh Water 1956	10,000.00
28364	City of Rusk, 4% Water and Sewer 1961	10,000.00
49372	Aledo Ind. Sch. 3 1/2% Series 1964	5,000.00
44521	City of Austin, Texas Free Sch. 2 1/2%	7,000.00
53434	City of Beaumont 2 1/2% St Imp.	7,000.00
42401	City of Blooming Grove, 4% Water and Sewer	5,000.00
64066	Daingerfield Ind. Sch. Series 1950	7,000.00
42029	Dallas Co Water Control 4%	19,000.00
45737	Franklin Co Hospital 3 1/2%	10,000.00
64872	Hunt Co. Road Series B 1949	10,000.00
35573	City of Texarkana 3 3/8% 1948	10,000.00
27850	City of Irving Water and Sewer 2 2/8% 1956	10,000.00
3267	City of Lubbock Water and Sewer 2 1/2% 1956	5,000.00
Total		115,000.00

E. E. FAIRES
 ASSISTANT VICE PRESIDENT

LIST OF BONDS PLEDGED TO SECURE FUNDS OF UPSHUR COUNTY SCHOOL FOR 1965-.66
 RECEIPTS OF FIRST NATIONAL BANK DALLAS, TEXAS

MUNICIPAL BONDS.

RECEIPT NUMBER	DESCRIPTION	AMOUNT
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64066	Daingerfield Ind. Sch. Series 1950	7,000.00
42029	Dallas Co Water Control 4%	19,000.00
45737	Franklin Co Hospital 3 1/2%	10,000.00
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35573	City of Texarkana 3 3/8% 1948	10,000.00
27850	City of Irving Water and Sewer 2 2/8% 1956	10,000.00
3267	City of Lubbock Water and Sewer 2 1/2% 1956	5,000.00
Total		115,000.00

E. E. FAIRES
 ASSISTANT VICE PRESIDENT

LIST OF BONDS PLEDGED TO SECURE FUNDS OF UPSHUR COUNTY FOR 1965-1967.
 Receipts of First National Bank, Dallas

MUNICIPAL BONDS.

RECEIPT NUMBER	DESCRIPTION	AMOUNT
43813	City of Alvord Texas Water and Sewer 4 1/2% 1953	20,000.00
45636	City of Beaumont, St. Imp. Bonds Series 1958	12,000.00
45066	City of Houston, Perm Pave. St Imp. 2%	5,000.00
49334	City of Overton 3% Water-Sewer Revenue	10,000.00
121	Snyder Texas Cons. Ind. School Dist. 2.90% Bldg	10,000.00
U.S. Governments		
46446	U.S. Treas of 1964-69 2 1/2%	10,000.00
25218	" " " " 1967-72 2 1/2%	6,500.00
25217	" " " " " "	5,400.00
59786	" " " " " "	50,000.00
67041	" " " " 1970 4 1/2%	50,000.00
9911	" " " " 1973 4 1/2%	50,000.00

RECEIPTS OF FEDERAL RESERVE BANK, DALLAS, TEXAS

4527	U.S. Treas Note: Series A 1965	100,000.00
Total		320,900.00

E. E. FARRIS
 RECEIPT FOR DEPOSIT

LIST OF BONDS PLEDGED TO SECURE FUNDS OF UPSHU COUNTY FOR 1965-1967.
 Receipts of First National Bank, Dallas
 MUNICIPAL BONDS.

RECEIPT NUMBER	DESCRIPTION	AMOUNT
63813	City of Alvord Texas Water and Sewer 4 1/2% 1953	20,000.00
75636	City of Beaumont, St. Imp. Bonds Series 1958	12,000.00
25066	City of Houston, Perm Pave. St Imp. 2%	5,000.00
49334	City of Overton 3% Water-Sewer Revenue	14,000.00
121	Snyder Texas Cons. Ind. School Dist. 2.90% Bldg	10,000.00

U.S. Governments

56546	U.S. Treas of 1964-69 2 1/2%	10,000.00
25218	" " " 1967-72 2 1/2%	6,500.00
25217	" " " " " "	5,400.00
59786	" " " " " "	50,000.00
67041	" " " 1970 4 1/2%	50,000.00
49911	" " " 1973 4 1/2%	38,000.00

 RECEIPTS OF FEDERAL RESERVE BANK, DALLAS, TEXAS

4527	U.S. Treas Note: Series A 1965	<u>100,000.00</u>
	Total	320,900.00

E. E. FARRIS
 RECEIPT FOR DEPOSIT

LIST OF BONDS PLEDGED TO SECURE FUNDS OF UPSHU COUNTY FOR 1965-1967.
 Receipts of First National Bank, Dallas
 MUNICIPAL BONDS.

RECEIPT NUMBER	DESCRIPTION	AMOUNT
63813	City of Alvord Texas Water and Sewer 4 1/2% 1953	20,000.00
75636	City of Beaumont, St. Imp. Bonds Series 1958	12,000.00
25066	City of Houston, Perm Pave. St Imp. 2%	5,000.00
49334	City of Overton 3% Water-Sewer Revenue	14,000.00
121	Snyder Texas Cons. Ind. School Dist. 2.90% Bldg	10,000.00

U.S. Governments

56546	U.S. Treas of 1964-69 2 1/2%	10,000.00
25218	" " " 1967-72 2 1/2%	6,500.00
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59786	" " " " " "	50,000.00
67041	" " " 1970 4 1/2%	50,000.00
49911	" " " 1973 4 1/2%	38,000.00

 RECEIPTS OF FEDERAL RESERVE BANK, DALLAS, TEXAS

4527	U.S. Treas Note Series A 1965	<u>100,000.00</u>
	Total	320,900.00

ACKNOWLEDGMENT

STATE OF TEXAS,

County of Upshur

BEFORE ME, E.E. Faires

on this day personally appeared D.W. Buie

President of Farmers and Merchants National Bank, Gilmer, Texas.
(Corporation)

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the Farmers and Merchants National Bank Gilmer, Texas. a corporation, for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of

Jan, A. D. 1965

[Signature]

Notary Public in and for

Upshur County, Texas



The within contract showing approval by the Commissioners' Court of this County, and the Comptroller of Public Accounts of the State of Texas was filed for record on the 12 day of April, 1965, and duly recorded in Book _____, Page _____, Bond Record of _____ County, Texas

WITNESS my hand and seal of office, this the 12 day of April, 1965

[Signature]
County Clerk, Upshur County.

NOTE

1. Articles 2547 and 2548A, Vernon's Annotated Revised Civil Statutes, prescribe character of securities that may be pledged
2. Securities pledged are to be accepted at their market value and not at their face value
3. This form of Pledge Contract was prescribed by the Attorney General and should be strictly adhered to.
4. This blank form should be used where it is possible



ROBERT S CALVERT
COMPTROLLER

Comptroller of Public Accounts
State of Texas
Austin

April 6, 1965

PLEASE DIRECT
YOUR COMMUNICATIONS TO
DIVISION 40 FILE _____
TELEPHONE GR 5-4766

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

Dear Mr. Loyd:

We have approved and are enclosing the County Depository Pledge Contract executed by the Farmers and Merchants National Bank of Gilmer, Texas.

The Commissioners' Court should now pass an order designating the bank as your County Depository, and the contract should be filed by you for record.

With kindest personal regards, I am

Yours very truly,

Robert S. Calvert

Robert S. Calvert
COMPTROLLER OF PUBLIC ACCOUNTS

JBC:mp
Encl.

Form 40-2.43

County Depository Pledge Contract

RECEIVED
STATE COMPTROLLER
AUG 11 1965
AUSTIN

STATE OF TEXAS,
County of Upshur

KNOW ALL MEN BY THESE PRESENTS:

That Farmers and Merchants National Bank, Gilmer,
of Upshur County, Texas, does hereby pledge
and deposit the following securities with the Commissioners' Court of Upshur
County, in the amount of Three hundred twenty thousand nine hundred and no/1000 dollars,
upon the terms and conditions and for the purposes hereinafter set forth:

E E FAIRES
ASSISTANT VICE PRESIDENT

LIST OF BONDS PLEDGED TO SECURE FUNDS OF UPSHUR COUNTY FOR 1965-1967.

Receipts of First National Bank, Dallas
MUNICIPAL BONDS.

RECEIPT NUMBFR	DESCRIPTION	AMOUNT
63813	City of Alvord Texas Water and Sewer 4 1/4% 1953	20,000.00
75636	City of Beaumont, St. Imp. Bonds Series 1958	12,000.00
25066	City of Houston, Perm Pave. St Imp. 2%	5,000.00
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121	Snyder Texas Cons. Ind. School Dist. 2.90% Bldg	10,000.00

U.S. Governments

56546	U.S. Treas of 1964-69 2 1/2%	10,000.00
25218	" " " 1967-72 2 1/2%	6,500.00
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59786	" " " " " "	50,000.00
67041	" " " 1970 4%	50,000.00
49911	" " " 1973 4%	38,000.00

* * * * *

* * * * * RECEIPTS OF FEDERAL RESERVE BANK, DALLAS, TEXAS * * * * *

4527	U.S. Treas Note Series A 1965	100,000.00
	Total	320,900.00

SECURITIES

AMOUNT

1.	LIST ATTACHED.	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
5.	_____	\$ _____
6.	_____	\$ _____
7.	_____	\$ _____
8.	_____	\$ _____
9.	_____	\$ _____
10.	_____	\$ _____
11.	_____	\$ _____
12.	_____	\$ _____

TOTAL #), () \$ 320,900.00

Signed, sealed and dated this the 9th day of Feb. A D 19 65

The conditions of the above contract are such that, whereas, the above bounden pledgor Farmers and Merchants National Bank was on the 9th day of February, A. D 19 , duly and legally chosen by the Commissioners' Court of Upsbur County, Texas, as County Depository for said county for a period of two years ending sixty days from the time fixed

Req. 87

by law for the next selection of a depository, upon its bidding and agreeing to pay the County of None interest on "time deposits" on daily balances kept in said depository of said County of Upshur at the rate of None per cent per annum, said interest payable monthly.

NOW, THEREFORE, if the above bounden pledgor Farmers and Merchants National Bank shall faithfully do and perform all the duties and obligations devolving on it by law as the county depository of Upshur County, and shall upon presentation pay checks drawn on it by the county treasurer of Upshur County, Texas, on "demand deposits" accounts in such depository; and all checks drawn upon any "time deposit" account upon presentation, after the expiration of the period of notice required in the case of "time deposits," and shall faithfully keep said county funds, and account for same according to law, and shall faithfully keep and account for all funds belonging to the county which are deposited with it under the requirements of Article 2547, Vernon's Annotated Revised Civil Statutes, and shall include State funds collected by the tax collector, and shall pay the interest at the time and at the rate hereinbefore stipulated on "time deposits"; and shall, at the expiration of the term for which it has been chosen, turn over to its successor all the funds, property, and other things of value, coming into its hands as depository, then and in that event this contract is to be and become null and void and the securities above shall be returned to the pledgor, otherwise to remain in full force and effect, hereby specially authorizing the Commissioners' Court of Upshur County, Texas, to sell at public or private sale, with or without notice to the pledgor, the securities, or any part thereof, and apply the proceeds of sale to the satisfaction of any indebtedness arising by virtue of the violation of any or all the conditions of this contract.

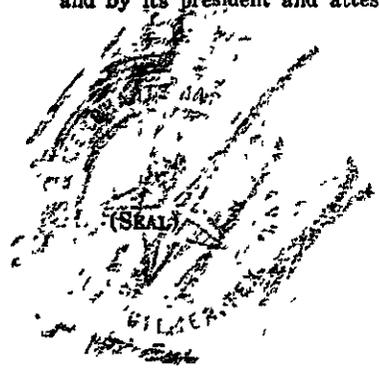
The above provision is given in addition to any remedy the pledgee may have in any suit brought on this contract in any court in this State.

Any suit arising out of or in any way connected with this contract, shall be tried in the County of Upshur and State of Texas in any Court therein having jurisdiction of the subject matter thereof.

IN WITNESS of all which we have hereunto set our hands and the said Farmers and Merchants National Bank Gilmer, Texas. has caused these presents to be signed with its name

and by its president and attested and sealed with its corporate seal the day and year first above written Farmers and Merchants National Bank, Gilmer, Texas.

By D. W. B... President, as Principal



ACKNOWLEDGMENT

STATE OF TEXAS,

County of Upshur

BEFORE ME, E.E. Faires

on this day personally appeared D.W. Buie

President of Farmers and Merchants National Bank, Gilmer, Texas.
(Corporation)

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the Farmers and Merchants National Bank Gilmer, Texas. a corporation, for the purpose and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of

Feb., A. D. 1965

E.E. Faires
Notary Public in and for
Upshur County, Texas.



The within contract showing approval by the Commissioners' Court of this County, and the Comptroller of Public Accounts of the State of Texas was filed for record on the 12 day of April, 1965, and duly recorded in Book _____, Page _____, Bond Record of Upshur County, Texas.

WITNESS my hand and seal of office, this the 12 day of April, 1965

O.W. Loyd
County Clerk, Upshur County.

NOTE:

- 1 Articles 2547 and 2548A, Vernon's Annotated Revised Civil Statutes, prescribe character of securities that may be pledged.
- 2 Securities pledged are to be accepted at their market value and not at their face value.
- 3 This form of Pledge Contract was prescribed by the Attorney General and should be strictly adhered to
- 4. This blank form should be used where it is possible.

County Depository
 Pledge Contract
 _____ County.

Made in the sum of \$ _____

APPROVED IN OPEN
 COMMISSIONERS' COURT
 February 9, 1965
 L. G. McKinley
 County Judge
 _____ County.

Filed _____, 19 _____

County Clerk _____ County.
 Approved
 April 6th, 1965
 Robert S. Calvert
 Comptroller.

ORDER RECESSING BOARD OF EQUALIZATION

BE IT REMEMBERED, that the Board of Equalization for
Upshur County, Texas, having been regularly
 convened and BEING IN SESSION ON THIS THE 10 day of
May A.D., 1965, the following order was upon
 motion of Commissioner Langford, duly
 seconded by Commissioner Walker unanimously
 carried and adopted, to-wit:

There being no further business now necessary to be
 transacted by said Board of Equalization, it is ordered
 that said Board do now recess until 10:00 A.M., the _____
 day of Adventure A.D., 19____, at which time said
 Board of Equalization will further resume the transaction of such
 business as may then come before it.

L. G. McKinley
 County Judge

Upshur County, Gulmar Texas.

10 day of May A.D., 1965.

Commissioner's Court, Upshur County, met in regular session. Four members were present. Motion was made by Bryant Holmes and second by Jim Shockey that Dr. McClelland's resignation as County Health Officer be accepted, effective June 30, 1965. The motion also included the appointment of Dr. Thomas E. Marshall to fill the vacancy under the same contract as Dr. McClelland.

L. G. McKelvey

Jim Shockey

Bryant Holmes

Mr. L. Langford

A. D. Hodges

TREASURER'S QUARTERLY REPORT

BY C. E. Pitman COUNTY TREASURER

FROM Jan. 1, 1965 TO March 31, 1965 INCLUSIVE

	Balance Last Report	Amt Rec Since Last Report	Disbursements	Transfers In	Transfers Out	BALANCE	
1 General	86,395.68	20,494.97	24,495.08		4,000.00	78,395.57	1
2 Salary	4,118.12	11,247.71	19,734.17	4,000.00		2,625.66	2
3 R&B	35,170.75	6,851.01	5,211.16	6	14,500.00	22,280.60	3
4 R&B 1	11,099.97	1,647.48	6,575.84	3,000.00		9,171.61	4
5 R&B 2	8,884.18	1,769.15	5,455.71	3,000.00		8,197.52	5
6 R&B 3	4,553.63	805.38	8,980.53	5,500.00		1,878.48	6
7 R&B 4	6,046.78	1,193.22	7,439.13	3,000.00		2,800.87	7
8 Perm Imp	289.99					289.99	8
9 Perm School	3,302.81	4,486.36				7,789.17	9
10 Social Sec	2,448.73		2,195.34			253.39	10
11 Jury	7,475.90	1,083.09	1,500.91			7,058.08	11
12 R&B 3A Int & Skg	20,270.33	1,510.77				21,811.10	12
13 R&B 1B Avail							13
14 Road Dist 1-C Avail	504.50	1.15				505.65	14
15 Road Dist 1-C Int & Skg							15
16 Upshur Law Library	109.09	29.00	102.50			35.59	16
17 R. O. W.	19,426.93	7,061.27	1,001.69			25,486.51	17
18							18
19							19
20	210,097.39	61,204.40	82,722.06	18,500.00	18,500.00	188,579.73	20

LIST OF BONDS AND OTHER SECURITIES ON HAND

PERMANENT SCHOOL FUND

18 One City ISD Bonds	18,000.00	8 Livingston ISD	8,000.00
6 Huntington ISD Bonds	6,000.00	5 City of Gilmer W & S Bonds	5,000.00
10 Diboll ISD Bonds	10,000.00	10 Liberty Exlan ISD Bonds	10,000.00
9 Newton ISD Bonds	9,000.00	8 Bowie Co. C.S.D. #42 Sch Bldg Bond	8,000.00
8 Angellina Hospital Bonds	8,000.00	6 Rd. Dist. #A Upshur Co. Bonds	6,000.00
9 City of Killeen Gen Rev. Bonds	9,000.00	15 Cent. Hgts. ISD Edg Bonds	15,000.00
2 Series F Bonds	20,000.00	TOTAL ALL BONDS	110,300.00
Series J Bonds	8,300.00		

UPSHUR COUNTY
TREASURER'S
QUARTERLY REPORT

Covering Period
From Jan 1, 1965
To Mar 31, 1965 Inclusive
Date Filed 4-13-65

By [Signature]
County Treasurer, Upshur County

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

Upshur County Treasurer
SWORN TO AND SUBSCRIBED before me this 13 day of April 1965
[Signature] Clerk
County Court, Upshur County, Texas

BEFORE ME [Signature] County Clerk Upshur County Texas, on this day personally appeared L. G. McQuinn County Judge Jim Shackley Commissioner Precinct No. 1 Bogart Holmes Commissioner Precinct No. 2 Milton Ferguson Commissioner Precinct No. 3 and Alan Jackson 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

L. G. McQuinn
County Judge
Jim Shackley
Commissioner Precinct No. 1
Bogart Holmes
Commissioner Precinct No. 2
Milton Ferguson
Commissioner Precinct No. 3
Alan Jackson
Commissioner Precinct No. 4

SUBSCRIBED AND SWORN TO Before me this 13th day of April
A. D. 1965
[Signature]
County Clerk Upshur County, Texas

ORDER DIRECTING THE COUNTY CLERK
TO ADVERTISE MEETING OF THE BOARD OF EQUALIZATION

BE IT REMEMBERED that the Board of Equalization in and for
Upshur County, Texas, having been in
session on this 10 day of May A.D., 1965,
the following order was, upon motion of Commissioner _____
Dwight Halvors, and duly seconded by Commissioner _____
A. D. Hackler unanimously carried and adopted, to-wit:

The County Clerk is hereby authorized and directed to
give notice of meeting of the Board of Equalization by
publication in a newspaper published in Upshur County,
Texas, for at least ten days prior to said meeting of said Board.

The County Clerk is also instructed to give individual
notice to all tax payers whose properties are raised, if their
addresses are known.

L. G. McDaniel
County Judge

Upshur County, Upshur Texas.

10 day of May A.D., 19 65.

ORDER RECESSING BOARD OF EQUALIZATION

BE IT REMEMBERED, that the Board of Equalization for Upsher County, Texas, having been regularly convened and BEING IN SESSION ON THIS THE 10 day of May A.D., 1965, the following order was upon motion of Commissioner Royford, duly seconded by Commissioner Wackler unanimously carried and adopted, to-wit:

There being no further business now necessary to be transacted by said Board of Equalization, it is ordered that said Board do now recess until 10:00 A.M., the _____ day of advertised A.D., 19 , at which time said Board of Equalization will further resume the transaction of such business as may then come before it.

L. B. McKinley
County Judge

Upsher County, _____ Texas.

10 day of May A.D., 1965.

ORGANIZATION OF BOARD OF EQUALIZATION

BE IT REMEMBERED that on this the 10 day of May 1965, the Commissioners' Court of Upshur County, Texas, was duly convened as a Board of Equalization, at the regular meeting place at the Court House in the town of Galmer, Upshur County, Texas, for the purpose of equalizing the value of all taxable property, located in said County, for the purposes of taxation for the year 1965, with all members of said Court, viz:

L. E. M. Kealy County Judge
Tom Shackley Commissioner, Precinct #1
Bryant Halpern Commissioner, Precinct #2
M. H. Randolph Commissioner, Precinct #3
A. D. Jackson Commissioner, Precinct #4

present and participating.

That upon convening of said Board, and prior to entering upon their duties as a Board of Equalization, each of the above named members took and subscribed to the following oath:

"I, Bryant Halpern, a member of the Board of Equalization of Upshur County, Texas, for the year A.D., 1965, 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 faithfully 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 Constitution and Laws of this State relative to the valuation of taxable property, and that I will faithfully perform all of the duties required of me under the Constitution and Laws of this State. So Help Me God."

Upshur County, _____ Texas

10 Day of May, 1965.

OATH OF BOARD OF EQUALIZATION

"I, as a member of the Board of Equalization of Upshur County, Texas, for the year A.D., 1965, 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 faithfully 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 Constitution and Laws of this State relative to the valuation of taxable property and that I will faithfully perform all of the duties required of me under the Constitution and Laws of this State. So Help Me God."

L. B. McKelvey
County Judge

Jim Shackley
Commissioner Precinct #1

Bryant Halburn
Commissioner Precinct #2

W. L. Langford
Commissioner Precinct #3

A. D. Hackler
Commissioner Precinct #4

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 10th day of

May, 1965, by

L. B. McKelvey County Judge

Jim Shackley Commissioner Precinct #1

Bryant Halburn Commissioner Precinct #2

W. L. Langford Commissioner Precinct #3

A. D. Hackler Commissioner Precinct #4

Each.

Clayton Payne
County Clerk Upshur County, Texas



10th day of May, 1965.

Commissioner's Court MIN. 13

WITHDRAWAL NOTICE

FEDERAL RESERVE BANK OF DALLAS

DEPOSITOR'S COPY

FARMERS & MERCHANTS NATIONAL BANK
OTHER, TEXAS

COMMISSIONERS' COURT OF SHERIFF COUNTY
WILSON, TEXAS

DATE RECEIVED		
MO	DAY	YEAR
5	10	61

JOINT SAFEKEEPING
RECEIPT NUMBER
4287

DEPOSIT NO. 2550

DEPOSIT NO. 7503

TO SECURE SCHOOL FUNDS

In accordance with resolution of the Governing Body of the above named Depositor we have withdrawn from safekeeping securities covered by above Joint Safekeeping Receipt and are making disposition as indicated

DESCRIPTION OF SECURITIES	RATE	MATURITY			PAR VALUE	NEXT PAY COUPON		
		MO	DAY	YEAR		MO	DAY	YR
US TREASURY NOTES SER A 1965 I O 5000 No. 737	4 7/8	5	15	65	100,000	5	15	61

DISPOSITION: EXCHANGED FOR NEW SECURITIES

DATE RELEASED: MAY 16 1965

FEDERAL RESERVE BANK OF DALLAS
DALLAS, TEXAS

Robert W. Boykin

CHECKED ASSISTANT CASHIER

SEC 10 FR REV 2-59 If the above withdrawal does not agree with your records, please notify the General Auditor of this bank promptly.

6

REQUEST FOR SUBSTITUTION AND/OR WITHDRAWAL OF SECURITIES HELD BY FEDERAL RESERVE BANK OF DALLAS UNDER JOINT SAFEKEEPING RECEIPT

The undersigned Depositor and Depository jointly request the Federal Reserve Bank of Dallas to substitute or permit a withdrawal of the securities which it holds under Joint Safekeeping Receipt issued by it to the undersigned, in accordance with the terms of the resolution hereafter quoted, and to deliver the securities substituted for or withdrawn to the party named in such resolution.

~~Farmers and Merchants National Bank,~~
~~Gilmer, Texas.~~
 By _____ Depositor
 Vice President.

Certified copy of minutes of meeting
 Attached.
 _____ Depository

RESOLUTION

Whereas, heretofore, under date of MAR 10, 1961, 19____, the Federal Reserve Bank of Dallas issued to Farmers and Merchants National Bank Gilmer, Texas, Depositor, and Commissioners Court of Upshur County Depository, its Joint Safekeeping Receipt or receipts covering certain securities, and

Whereas both the Depositor and Depository now desire the Federal Reserve Bank of Dallas to permit a substitution of certain securities, or a withdrawal of securities, which it now holds, as hereinafter more fully set forth and

Whereas, the securities if any, hereinafter mentioned, which the above named parties desire to substitute in lieu of those heretofore placed in safekeeping with the Federal Reserve Bank of Dallas, meet with the requirements of law and have been and are hereby approved, and

Whereas the securities, if any, hereinafter mentioned, which the above named parties wish to withdraw, are entitled under the law to be withdrawn:

Now, therefore, be it resolved That the Federal Reserve Bank of Dallas be and it is hereby requested and authorized to surrender the following securities heretofore placed with it for safekeeping by the above named parties to-wit:

RECEIPT NO	DESCRIPTION	PAR VALUE
4527	U.S. Treas Notes Series A 1965	100,000.00

(Here describe securities to be substituted for or withdrawn. If above space is not sufficient, continue description on reverse side hereof)
 and to receive in lieu thereof the following securities which are hereby in all respects approved

DESCRIPTION	COUPONS	PAR VALUE
U.S. Treas Notes of Series A 1966		100,000.00

(Here describe securities to be taken in substitution or in the event this is a withdrawal without substitution write in the word "None." If above space is not sufficient, continue description on reverse side hereof)

Be it further resolved That the Federal Reserve Bank of Dallas be and it is hereby authorized to deliver the securities described herein to be substituted for or withdrawn to Federal Reserve Bank, Dallas, or its order

This is to certify that the above and foregoing resolution was duly passed by Commissioners Court of Upshur County (Here insert name of Governing Body)
 at a meeting properly held on the Apr 30th day of 65, 19____, the undersigned members who constitute a quorum being present, all of which fully appears in the minutes of said meeting

D.W. Loyd County Clerk

Secretary or Clerk

(SEAL)

The members of the Governing Body whose signatures appear below were present at the meeting referred to in the above certificate.

L G McKinley *L. G. McKinley*
Bryant Holmes *Bryant Holmes*
A D Hackler *A. D. Hackler*
Jim Shockey *Jim Shockey*
M L Langford *M. L. Langford*

SEC-10

STATE OF TEXAS X
 X KNOW ALL MEN BY THESE PRESENTS
 COUNTY OF UPSHUR X

That, WHEREAS, the Commissioners' Court of UPSHUR COUNTY, TEXAS, has determined that it would be wise and to the best interest of said County for it to employ experts skilled in the matter of appraising and valuing oil and gas properties in said County, said experts to compile and furnish data and information to said Court sitting as a Board of Equalization for the purpose of equalizing valuations of such properties as compared with other property valuations in said County for tax purposes for the years 1966 and 1967, said data and information to be made available in respect to all of such properties properly and lawfully coming before it for consideration in the equalization of values upon renditions made by the owners thereof, or upon renditions made by the tax assessor where the owner, or owners, may fail to render the same, and

WHEREAS, said Court finds that Pritchard and Abbott, a partnership of Fort Worth, Texas, are skilled in such matters and have scientific and technical knowledge in respect to the appraising and valuing of such properties and many years experience in the matter of appraising and valuing such properties, and

WHEREAS, Pritchard and Abbott, have proposed to said Commissioners' Court of Upshur County that they will gather and compile information relating to the value of oil and gas properties as of January 1, 1966, and January 1, 1967, and make said information completely available to said Court to be used by it as it may see fit in determining what values should be assigned to said properties properly coming before it for consideration; and will charge for their services a sum of Six
Thousand ———— (\$6,000⁰⁰) Dollars, per year, for the years 1966 and 1967.

IT IS THEREFORE AGREED by and between Upshur County, Texas, acting herein by and through its Commissioners' Court, Party of the First Part, and Pritchard and Abbott of Tarrant County, Texas, Parties of the Second Part, as follows:

Parties of the Second Part agree to compile a complete list of the record owners of all oil and gas producing properties wherever situated and located in Upshur County, Texas, and all undeveloped leases and royalty interests, adjacent thereto, as of January 1, 1966, and January 1, 1967, said compilation and record to show the particular interest, or interests, therein owned.

Parties of the Second Part also agree to secure and make available for the use of Party of the First Part information showing the values of said properties to be considered by Party of the First Part as it may deem fit in determining the proper values for tax assessment purposes for 1966 and 1967, to be assigned to such of said properties as may come before the Party of the First Part sitting as a Board of Equalization for consideration upon renditions made by the owners thereof, or upon renditions made by the tax assessor where the owner, or owners, fail or refuse to render the same.

FOR AND IN CONSIDERATION of the skilled services, technical knowledge and experience of Parties of the Second Part in the performance of the obligations devolving upon them hereunder, and in consideration of the information given and assistance furnished by them to Party of the First Part in undertaking to value and equalize the values of said properties properly coming before it for consideration at its equalization hearings in the years 1966 and 1967, Party of the First Part agrees and obligates itself to compensate Parties of the Second Part as follows

FOR THE SERVICES HEREIN AGREED to be performed Second Parties shall receive the said sum of Six Thousand (\$ 6,000⁰⁰) Dollars, per year, to be paid out of the General Fund of Upshur County, Texas, for the years 1966 and 1967.

IT IS FURTHER AGREED and understood by both Parties that Upshur County, Texas, will issue, or cause to be issued, to Pritchard and Abbott warrants drawn against the General Fund, of said Upshur County, Texas, and payable out of the current revenues for each respective year 1966 and 1967

PARTY OF THE FIRST PART hereby specially contracts and obligates

itself to, at any time same may become necessary, pass and enter of record such orders as may be proper and necessary to legalize and facilitate the payment of all sums due Parties of the Second Part.

Said Pritchard and Abbott further agree that in no way will the said Upshur County be obligated to said Pritchard and Abbott, or their assistants, for salaries, expense, or material, except as above stated.

WITNESS our hands in duplicate this the 10th day of May A. D., 1965.

COUNTY OF UPSHUR
Party of the First Part.

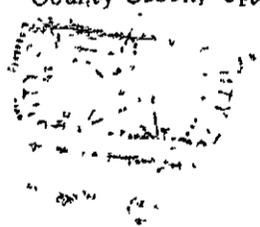
By R. H. McKinnon
County Judge

M. L. Langford
Commissioner, Precinct #1
M. L. Langford
Commissioner, Precinct #3

August Adams
Commissioner, Precinct #2
A. D. Hockley
Commissioner, Precinct #4

ATTEST:

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



PRITCHARD & ABBOTT
Parties of the Second Part.

By Sam Reeves

10:00 A. M. Meeting
June 10, 1965

STATE OF TEXAS

COUNTY OF UPSHUR

BE IT REMEMBERED, that on this the 28th day of MAY A.D., 1965, the commissioners' Court of UPSHUR County, Texas, duly convened and now sitting as a Board of Equalization for the year 1965, 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, Texas, 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 10th day of JUNE A.D., 1965, as follows:

NAME	ADDRESS
Arcadia Refining Company	Tyler, Texas
Atlantic Refining Co., The	Dallas, Texas
Bank of Fort Worth, The First National, Trustee for Mary Frances White Webb Est. Trust Nos 12-300	Ft Worth 1, Texas
Bank of Fort Worth, The First National, Trustees for David B. Trammel Estate, Trust #12-818	Ft Worth 1, Texas
Barnett, (Miss) Marguerite	Dallas, Texas 75206
Quin Foundation, The Bishop	Houston 1, Texas'
Bradley, Johnnie V	Gladewater, Texas
Burke, J Afton	Corsicana, Texas
Buttram Texhoma Company	Oklahoma City, Okla 73116
Caldwell, C M	Breckenridge, Texas 76024
Cargill, Robert	Longview, Texas
Champlin Petroleum Co	Enid, Okla
Compton, Edward A., J Burns Brown, William E. Wise, Co-Trustees Trust #4	Tyler, Texas
Continental Oil Co	Ft Worth, Texas 76102
Edson Petroleum Co	Houston, Texas 77002
Episcopal Theological Seminary of the SW	Houston, Texas 77001
Foster, Claire Smith	Longview, Texas 75603
General American Oil Co. of Texas	Dallas 6, Texas
Golston, Roy D	Tyler, Texas
Gulf Oil Corporation	Houston, Texas 77001
Humble Oil & Refining Co	Houston, Texas
Kirby Petroleum Co	Hodston, Texas
Lacy, Inc., R	Longview, Texas
Midwest Oil Corp.	Midland, Texas
Moseley, Wm. T	Houston, Texas 77019
McBride, Inc., W C	St. Louis 5, Mo
McFarland, Mrs. J. M	Gladewater, Texas
McKnight, Paul H and Louis Rosen, Trs.	Little Rock, Ark
O'Byrne, Louisa, Trustee for Bridget Dearing Est	Gladewater, Texas
O'Byrne, Eva Est.	Gladewater, Texas
Pan American Petroleum Corp.	Ft Worth, Texas
Phillips, Loyce	Gladewater, Texas
Pittsburg Petroleum Company	San Antonio 5, Texas
Quinlan, Robert C	Dallas, Texas
Royalties Management Corp	Tulsa 1, Okla
San Juan Oil Company, Agent	Tulsa, Okla 74119
Shell Oil Co	Houston 1, Texas

Pg 2-Citation, Upshur County, Texas
10:00 A. M. Meeting, June 10, 1965

✓ Shell Canadian Exploration Co., a Division	
of Shell Oil Co =	Houston, Texas 77001
✓ Sinclair Oil & Gas Co	Houston, Texas 77001
✓ Skelly Oil Co	Tulsa 2, Okla
✓ Smith, Verne Monday, Indp Execx	
Est of W. Bruner Smith	Longview, Texas
✓ Smith, Mrs. Verne M	Longview, Texas
✓ Sevony Mobil Oil Co., Inc	Dallas 21, Texas
✓ Standard Oil Company of Texas	Houston 1, Texas
✓ Stieren, Jack	San Antonio, Texas 78212
✓ Sun Oil Co	Dallas, Texas 75221
✓ Sunray DX Oil Co	Tulsa 2, Okla
✓ Texaco, Inc	Houston, Texas 77052
✓ Tidewater Oil Co	Houston, Texas 77001
✓ Victory, Rose Dorothy	Austin, Texas 78745
✓ Wilcox Oil Co	Houston, Texas 77001
✓ Watson W. Wise, Trustee	Tyler, Texas
* Watson W Wise	Tyler, Texas
✓ Young, Frances Fry	Fort Worth, Texas

AGENTS & CLIENTS:

✓ Berry Brown and Company	Wichita Falls, Texas
✓ Clarke & Harding	Houston, Texas 77025
✓ Cullers-Bailey & Co	Abilene, Texas 79604
✓ James A. Hall & Associates	Houston, Texas 77002
✓ Kirkwood & Darby	Ft Worth 2, Texas
✓ Meredith, Meredith & Campbell	Dallas, 21, Texas
✓ Mizell, Carruth & Bradford	Dallas, Texas 75235
✓ Edward W. Slavik & Co	Corpus Christi, Texas

PIPELINES, UTILITIES, ETC.:

✓ Arkansas Louisiana Gas Co	Shreveport, La
✓ Cities Service Pipe Line Co	Tulsa, Okla
✓ Continental Oil Co	Ft Worth 2, Texas
✓ Dowell Division of the Dow Chemical Co	Tulsa, Okla 74114
✓ Gulf Oil Corp	Houston, Texas 77001
✓ Gulf Refining Co	Houston, Texas 77001
✓ Monsanto Company	St. Louis, Mo 63166
✓ Southwestern Electric Power Co	Mt Pleasant, Texas
✓ Texas and Pacific Railway Co	Dallas, Texas

UNITED GAS PIPE LINE COMPANY

SHREVEPORT, LOUISIANA

June 11, 1965

Upshur County Commissioners' Court
Gilmer
Texas

Attention Judge L. G. McKinley

Gentlemen

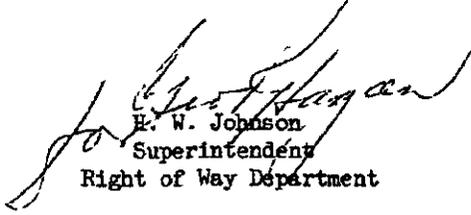
In re Your File: Texas State Project No.
S 2784(1)A

Our File: TYLER REIMBURSEMENT 131
Relocate and Case Latex-Ft. Worth ML
at Three Locations to Accommodate F.M.
Highway 2911 - Upshur County, Texas

There is attached the original of agreement, dated June 10, 1965, between this Company and the Upshur County Commissioners' Court, covering the adjustment of our captioned pipeline at three locations to accommodate F. M. Highway 2911 and reimbursement in the amount of \$10,588.26.

United Gas Pipe Line Company will proceed with the adjustment of its facilities as expediently as feasible and will invoice Upshur County in accordance with the attached agreement at such time as construction is complete.

Very truly yours,


H. W. Johnson
Superintendent
Right of Way Department

JFBjr:is
Attachment

STATE OF TEXAS
COUNTY OF UPSHUR

KNOW ALL MEN BY THESE PRESENTS:

That, UNITED GAS PIPE LINE COMPANY, present owner of all right, title and interest in and to that certain right of way and easement executed under date of January 28, 1927, by Malissa Vaughn, et vir, duly recorded in Volume 63, Page 470, of the Deed Records of Upshur County, Texas; that certain right of way and easement executed under date of January 27, 1927, by D. G. Robinson, et ux, duly recorded in Volume 63, Page 459, of the Deed Records of Upshur County, Texas; that certain right of way and easement executed under date of January 29, 1927, by A. F. Lutonsky, et ux, duly recorded in Volume 63, Page 443, of the Deed Records of Upshur County, Texas; that certain right of way and easement executed under date of January 28, 1927, by W. C. Stewart, et ux, duly recorded in Volume 63, Page 466, of the Deed Records of Upshur County, Texas; that certain right of way and easement executed under date of January 28, 1927, by J. D. White, duly recorded in Volume 63, Page 471, of the Deed Records of Upshur County, Texas; that certain right of way and easement executed under date of January 29, 1927, by J. R. Lowry, duly recorded in Volume 63, Page 445, of the Deed Records of Upshur County, Texas, and that certain right of way and easement executed under date of March 21, 1927, by J. D. White, Guardian for the Estate of D. W. Glenn, duly recorded in Volume 63, Page 596, of the Deed Records of Upshur County, Texas, for and in consideration of the premises, hereby grants and conveys insofar, but only insofar, as it rights are concerned, unto the STATE OF TEXAS a right of way and easement for roadway purposes over and across its Latex-Fort Worth 18" gas pipeline at three (3) locations in the John Carson Survey, Abstract 69, Upshur County, Texas, at approximate Highway Station Numbers 74+20, 110+00 and 130+78, said right of way and easement to be used in connection with the improvement of Texas F. M. Highway 2911.

United Gas Pipe Line Company hereby covenants and agrees to lower and replace its pipeline at two (2) locations and to install protective casing under the ditches at all three (3) crossings.

In consideration of the grant herein made and in further consideration for the rearrangement of said pipeline facilities and installation of casing, the Upshur County Board of Commissioners hereby covenants and agrees to reimburse United Gas

Pipe Line Company TEN THOUSAND FIVE HUNDRED EIGHTY-EIGHT AND 26/100 DOLLARS (\$10,588.26) for its percentage of the entire cost incurred in adjusting its facilities, which total cost is estimated to be SEVENTEEN THOUSAND SIX HUNDRED NINE AND 53/100 DOLLARS (\$17,609.53).

The Upshur County Commissioners' Court hereby covenants and agrees to pay United Gas Pipe Line Company 1/5 of said cost on or before February 1, 1966, 1/5 on or before February 1, 1967, 1/5 on or before February 1, 1968, 1/5 on or before February 1, 1969, and 1/5 on or before February 1, 1970, and the unpaid portion of such sums or reimbursements shall not bear interest.

WITNESS THE EXECUTION HEREOF this 10 day of June, 1965.

ATTEST:

[Signature]
Secretary

UNITED GAS PIPE LINE COMPANY

[Signature]
L. G. Poindexter
Vice President

WAT
HUP
HUP

UPSHUR COUNTY COMMISSIONERS' COURT

[Signature]
L. G. McKinley, County Judge

[Signature]
Jim Shockey, Commissioner

[Signature]
Bryant/Holmes, Commissioner

[Signature]
Milton Langford, Commissioner

[Signature]
Arlan Hackler, Commissioner

STATE OF LOUISIANA
PARISH OF CADDO

BEFORE ME, the undersigned, a Notary Public in and for said Parish and State, on this day personally appeared L. C. Poindexter, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said UNITED GAS PIPE LINE COMPANY, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10 day of June, A. D., 1965.

James L. Acker
Notary Public in and for Caddo Parish,
Louisiana