

February 14, 1966

Commissioners' Court met in regular session with all members present, and approved the following persons as Election Judges for Special and General Elections for the year, 1966.

- | | |
|----------------------|---|
| 1. S. E. Gilmer; | Ray Bell, Rt. 5, Gilmer, Texas |
| 2. N. E. Gilmer: | Otis J. Phillips, Jr.
Cass St., Gilmer, Texas |
| 3. S. W. Gilmer: | Jake Dupree, Box 501
Gilmer, Texas |
| 4. N. W. Gilmer: | Mrs. Ray H. Greene, P. O. Box 250
Gilmer, Texas |
| 5. Glenwood: | Mrs. D. P. Cavitt, Rt. 1
Gilmer, Texas |
| 6. Lafayette: | Earl A. Adams, Rt. 1,
Pittsburg, Texas |
| 7. Big Sandy: | Lucille Wimberley, Rt. 2,
Big Sandy, Texas |
| 9. West Mountain: | Mrs. Clinton Clark, Rt. 1
Gilmer, Texas |
| 10. Grice: | John R. Morris, Rt. 4,
Gilmer, Texas |
| 11. Bettie: | Grady Lansdale, Rt. 2,
Gilmer, Texas |
| 12. Ewell: | A. F. Elwell, Rt. 6,
Gilmer, Texas |
| 13. Simpsonville: | Robert H. Ray, Rt. 2,
Pittsburg, Texas |
| 14. Shady Grove: | H. G. Weldon, Rt. 1, Big Sandy. |
| 15. Pritchett: | Mrs. Ruth Snow, Rt. 2,
Big Sandy, Texas |
| 16. Rocky: | J. H. (Howard) Dunagan,
Box 454, Gladewater, Texas |
| 18. Diana: | S. T. Bule, Diana, Texas |
| 19. Ore City: | J. W. Manns, Box 13,
Ore City, Texas |
| 20. Rhonesboro: | Sherman James, Rt. 1
Big Sandy, Texas |
| 21. East Mountain: | W. C. Mathis, Rt. 1,
Gilmer, Texas |
| 22. Johnsons Chapel: | Lewis W. Carroll, Rt. 1,
Big Sandy, Texas |
| 23. Latch: | Cecil W. Harris, Rt. 3,
Gilmer, Texas |
| 24. Brumley: | Knox Eford, Rt. 2,
Pittsburg, Texas |
| 25. Rosewood: | Mrs. Florence Johnson, Rt. 4,
Gilmer, Texas |
| 26. Coffeeville: | W. C. Cavitt, Rt. 1,
Ore City, Texas |
| 27. Union Grove: | Garland Smith, Rt. 2, Box 125,
Gladewater, Texas |

John H. Harker

John Harker

February 14, 1966

Commissioners' Court met in regular session with all members present. A motion was made by Jim Shockey and seconded by Bryant Holmes that Commissioners Court Purchase an A. B. Dick duplication machine to replace old machine in Home Demonstration Agent's Office. The Motion carried.

L. H. McKinley
Jim Shockey
Bryant Holmes
W. S. Langford
A. D. Heckler

February 14, 1966

Commissioner's Court met in its regular session. All members present. A motion was made by Jim Shockey and seconded by A. D. Heckler that Upshur County join the East Texas Economic Development District, under provisions that are set up by the E. D. A. sponsored steering Committee that was announced in Marshall last month. Also, at least one E. D. A. Staff man be assigned to our County with an office in Gilmer, Texas.

L. H. McKinley
Jim Shockey
Bryant Holmes
W. S. Langford

RESOLUTION FOR LEASING OF LAND FOR
EXPLORATION FOR OIL AND GAS ON LANDS
BELONGING TO UPSHUR COUNTY AND
SITUATED IN THROCKMORTON COUNTY, TEXAS

WHEREAS, it having been brought to the attention of the County Commissioner's Court of Upshur County, Texas that the oil and gas leases covering Blocks One (1) through Two Hundred (200), inclusive, of the J. P. Crittendon Subdivision of the Upshur County School Lands in Throckmorton County, Texas have expired and at the expiration date there was no oil, gas, or other minerals being produced by the Lessees for said land and no drilling operations were in process at said time.

WHEREAS, the County Commissioner's Court of Upshur County, Texas is desirous of leasing said lands for the exploration for oil, gas and other minerals.

NOW, therefore, be it resolved by the County Commissioner's Court of Upshaw County, Texas at a regular meeting thereof, hereby ORDERS and DIRECTS that proper advertisement be made for the leasing of said Blocks One (1) through Two Hundred (200) of the J. P. Crittendon Subdivision for the South tract of the Upshur County School Lands in Throckmorton County, Texas to the highest bidder in the discretion of the said County Commissioner's Court, and that said lease be for a primary term of one (1) year or so long thereof that oil, gas, or either or them is produced from the premises by the Lessee. Said lease to reserve a royalty interest of one-eighth (1/8) of the total production in favor of the County, and said lease to further provide that it be automatically extended from time to time so long as oil and gas in commercial quantities are produced, saved and sold from the premises.

For the purposes of consummating this lease, the County Commissioner's Court of Upshur County, Texas does hereby appoint Bruce Morris as Commissioner to lease the hereinabove described lands and he is authorized to enter into an appropriate oil and gas lease upon such terms and conditions as herein provided for and execute said lease, and to acknowledge the same for and on behalf of Upshur County in accordance with Article 1577 of the Revised Statutes of Texas.

R. L. McPherson - Judge
Jim Shortall
Bryant Holmes
M. L. Langford
A. D. Hacker

Form 129-A
 Acknowledgment
 DEPOSIT OF SECURITIES

FIRST NATIONAL BANK IN DALLAS

RECEIPT

DATE RECEIVED 2-15-66

Nº A 84048³

Farmers & Merchants National Bank, Gilmer, Texas
 AND
 Commissioners' Court of Upshur County, Texas

We have received for your account and risk, securities purporting to be as follows

5%	DESCRIPTION OF SECURITIES	MATURITY			PAR VALUE
		AMOUNT	MO	DAY YEAR	
	U. S. Treasury Note, Series A-1970 Dated: February 15, 1966 Rate of Interest: 5% per annum No: 17799, @ 100M Interest Due: May & November 15 Next Coupon Attached: 5-15-66 Paying Agent: 7 - FRB	100M	11	15-70	\$100,000.00

ACCOUNT NO.	PROPERTY NO.	FREQ	INST
2712-05		25	

The description and amount of securities herein listed should be verified promptly and any errors should be immediately reported to the auditor of this bank.

NON-NEGOTIABLE AND NON-TRANSFERABLE

rhb FIRST NATIONAL BANK IN DALLAS
 DALLAS, TEXAS

Jack W. Johnson
 ASSESSANT CASHIER - VICE PRESIDENT

CUSTODIAN

GRASS LEASE

STATE OF TEXAS |
 |
COUNTY OF UPSHUR |

KNOW ALL MEN BY THESE PRESENTS:

That this Lease Contract and Agreement for grazing purposes, made and entered into by and between Upshur County, Texas, hereinafter referred to as Lessor, acting herein by and through the Commissioners' Court of Upshur County, Texas, pursuant to an order of said Court, heretofore duly made and entered upon the minutes of said Court and Roberta L. Richardson of Throckmorton, Texas, hereinafter referred to as Lessee, and in consideration of the mutual promises and agreements herein set forth,

W I T N E S S E T H:

1. That said Upshur County, Texas, hereby leases and lets to the said Roberta L. Richardson for grazing purposes only, and for a term of Five (5) years beginning the 1st day of June, 1967, and ending on the 1st day of June, 1972, the following described lands, to wit:

Lying in the Counties of Throckmorton and Baylor and State of Texas, and being 17,712 acres of land, more or less, being the same land conveyed or patented to Upshur County, by the State of Texas, by Patent Numbers, to wit:

1st. Two (2) leagues of land granted to the Commissioners' Court of Upshur County, by Patent No. 494, Vol. 11, dated July 5th, 1856, being Abstract No. 825, and to which patent and the record thereof in the General Land Office in Austin, Texas, reference is here made and said record is made a part hereof for full description of said land including field notes.

2nd. Two (2) leagues of land situated in Baylor and Throckmorton Counties, granted by the State of Texas, to the Commissioners' Court, Upshur County, by patent No. 772, Vol. 12, being Abstract No. 567, and to which patent and the record thereof in the General Land Office in Austin, Texas, reference is here made for further description and field notes and said record is made a part hereof^s for full description of said land. Said Four (4) leagues of land being known as Upshur County School Land and located in Throckmorton and Baylor Counties.

II. The rental for such Lease is and shall be the sum of ONE AND 26/100 DOLLARS (\$1.26) per acre per year, or a total of ONE HUNDRED ELEVEN THOUSAND FIVE HUNDRED EIGHTY-FIVE AND 60/100 DOLLARS (\$11,585.60) payable in five annual installments of equal amount, the Five (5) installments are due on or before June 1, 1967, and June 1, 1968, 1969, 1970, 1971. All sums to be paid by Lessee hereunder are to be paid at Gilmer, Texas

III. Failure upon the part of the said Roberta L. Richardson to pay any of said installments of rental when due hereunder shall entitle Upshur County, Texas, to forfeit the balance of the term of this Lease at the option of said County,

Texas, acting by and through its Commissioners' Court. In such event and in case said land shall then be let for grazing purposes for the remainder of the term herein mentioned, then and in such event the said Roberta L. Richardson shall be liable for the balance, if any, remaining as unpaid difference between the rental provided for in this lease and the amount for which said County may let such land for grazing purposes only in case of such forfeiture.

IV. All improvements heretofore made and now on the herein leased lands shall remain the property of Upshur County, Texas, and all improvements that may be thereon by Lessee, her heirs and assigns, during the term of this Lease, shall become the property of Upshur County, Texas, upon the expiration of this Lease from any cause. This includes all fences, cross fences, corrals and tanks, as well as any and all other improvements which may be now upon or may hereafter be made or placed upon said lands, all of which are intended to be covered hereby in the same manner as if fully, definitely and particularly set forth, itemized and described herein.

It is understood and agreed, however, in this connection, that if any outside fencing is necessary upon said lands, then and in said event, Upshur County shall bear the reasonable cost thereof which may be deducted from any succeeding rental payment hereunder, by Lessee, Roberta L. Richardson, in the event she does such fencing or cause it to be done. Provided, however, that no such charge shall be made against Upshur County without first the approval for such fencing being given by the Commissioners'

Court of said Upshur County. PROVIDED, HOWEVER, that in the event outside fencing is necessary upon said lands where same was caused by negligence of the Lessee, no expense shall be borne by the said Upshur County in improving same.

V. It is distinctly and expressly understood and agreed that Lessor, Upshur County, Texas, specifically reserves and excepts all oil, gas and other minerals in, to, underlying and that may be produced from the above described lands, and all such oil, gas and other mineral rights are specifically excepted and reserved to the Lessor County.

VI. The rights of Lessee hereunder shall be subordinate and subject to the rights of Upshur County, Texas, and its lessees and assigns, under any valid or subsisting lease or leases for oil, gas, and other mining purposes, to mine, drill and explore the above described lands for oil, gas and other minerals and to produce, save, market and remove same therefrom, and to lay, erect, construct, build, maintain and operate such pipelines, telephones and telegraph lines, houses and structures as may be necessary and proper for the drilling, mining and exploring of said lands for oil, gas and other mineral purposes, producing, saving, marketing and removing the same therefrom.

In no event, however, shall any such mineral lessee from the Lessor County, or the heirs or assigns of such mineral lessee, have the right to use water on the above described lands from any water hole, wells, creeks, or tanks now on said land or which may be constructed thereon by Lessee, Roberta L. Richardson, or her heirs or assigns.

It is understood and agreed by the parties hereto that Lessee shall have the right to sublet all or any portion of the above described premises for grazing purposes only, and that all the covenants, terms and conditions of this Lease shall extend, apply to and firmly bind the heirs, successors and assigns of the respective parties hereto as fully as the respective parties are themselves bound; but that no sublease or assignment by the Lessee shall in any manner release her from her liability and obligation to pay the rentals provided for by this Lease.

IN TESTIMONY WHEREOF, these presents are executed in triplicate, either copy of which shall have all the force and effect of an original, as of the 1st day of January, 1966.

UPSHUR COUNTY, TEXAS

BY _____
County Judge

BY _____
Comm. Prec't. #1

BY *Bryant Adams*
Comm. Prec't. #2

BY *W. H. Langford*
Comm. Prec't. #3

BY *A. D. Hacker*
Comm. Prec't. #4

Forming and Constitution the Commissioners' Court of Upshur County, Texas, and acting for and in behalf of said County.

LESSEE

Roberta L. Richardson
Roberta L. Richardson

THE STATE OF TEXAS §
 §
COUNTY OF UPSHUR §

BEFORE ME, The undersigned authority, on this day personally appeared _____, County Judge of Upshur County, Texas, _____, Commissioner of Precinct No. 1, *W. H. Walker*, Commissioner of Precinct No. 2, *W. H. Walker*, Commissioner of Precinct No. 3, *W. H. Walker*, Commissioner of Precinct No. 4, all officers of said County, known to me to be the persons whose names are subscribed to the foregoing instrument, and each acknowledged to me that he executed the same for the purposes therein stated, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14 day of February, A.D. 1966

Dulcie Landree
Notary Public in and for Upshur County, Texas

THE STATE OF TEXAS §
 §
COUNTY OF THROCKMORTON §

BEFORE ME, the undersigned authority, on this day personally appeared Roberta L. Richardson, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of January, A.D. 1966

Sidney Sims (SIDNEY Sims)
Notary Public in and for Throckmorton County, Texas

COPY OF APPOINTMENT

COUNTY HEALTH OFFICER

L. H. McHenry do hereby
 certify that on 14 day of Feb 1966,
 the Commissioners' Court of Upsher County,
 duly appointed Looney Finlaw M. D. ;
 the County Health Officer of Upsher County,
 whose term shall begin on 14 Feb 1966 and end on
Feb 14 1967, unless said officer is removed by law.

SIGNED L. H. McHenry County Judge

THE STATE OF TEXAS

OATH OF OFFICE

I, J. W. Fenlaw M.D., do solemnly swear (or affirm), that I will faithfully execute the duties of the office of County Health Officer of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

J. W. Fenlaw M.D.

SWORN TO and Subscribed before me this 19 day of Feb, 1966.



Rennie Payer

Notary Public, Upshur County, Texas.

February 14, 1966

Motion was made by Jim Shockey and seconded by Bryant Holmes to appoint Dr. Looney Fenlaw County Health Officer for the year, 1966. Motion carried.

Jim Shockey

Bryant Holmes

M. L. Langford

A. D. Hackler

Motion made by Bryant Holmes to give a grazing lease on the Baylor and Throckmorton land to Robert L. Richardson. Motion was seconded by M. L. Langford. Motion carried with A. D. Hackler, Bryant Holmes, & M. L. Langford voting "Aye". L. G. McKinley and Jim Shockey voted "No".

Bryant Holmes

M. L. Langford

A. D. Hackler

Motion made by Bryant Holmes and seconded by A. D. Hackler to hire Reginald Roland Garrett as janitor beginning March 1, 1966, and for all Janitors to learn to operate the boiler. Motion carried.

Jim Shockey

Bryant Holmes

M. L. Langford

A. D. Hackler

Motion made by Jim Shockey and seconded by Arlan Hackler to open election polls at 8:00 A. M. and to close at 7:00 P. M. Motion carried by all members voting "Aye".

Jim Shockey

Bryant Holmes

M. L. Langford

A. D. Hackler

Motion made by Jim Shockey and seconded by Arlan Hackler to set the rate of pay for General Elections' Clerks the same as Primary elections. Motion carried.

Jim Shockey

Bryant Holmes

M. L. Langford

A. D. Hackler

February 14, 1966

Motion made by L. G. McKinley to advertise for bids for grass lease on Upshur County School land when lease expires. Voting "Aye" were L. G. McKinley and Jim Shockey. Voting "No" were M. L. Langford, Bryant Holmes, and Arlan Hackler. Motion failed to carry.

Jim Shockey

Motion made by L. G. McKinley to table the grass lease. Motion seconded by Jim Shockey. Motion failed to carry for want of a majority of the vote.

Jim Shockey

GEORGE P. BANE, INC.

220 N GLENWOOD BLVD , P. O. BOX 4299, TYLER, TEXAS 75703

AREA CODE 214 - LY 4-6641

March 28, 1966

The Honorable County Judge and
Commissioners' Court
Upshur County
Gilmer, Texas

Gentlemen:

We are pleased to submit our bid on your machinery require-
ments for Precinct No. 3 as follows:

One used Allis-Chalmers Model D Motor Grader,
Serial No. 5165, equipped with:

- Cab;
- Front Wheel Lean;
- Power Circle Turn;
- Hydraulic Shiftable Moldboard;
- 8:25 x 20 Tires;
- Power Steering.

As is -- F.O.B. Gilmer, Texas. \$4,600.00

Terms: As required

We appreciate the opportunity to bid on your machinery re-
quirements and hope to be favored with an order.

Very truly yours,

GEORGE P. BANE, INC.

George P. Bane
George P. Bane
President

wh

ACCEPTED:

Jim Shores
Bryant Shores

L. H. [unclear]
M. L. [unclear]
A. H. [unclear]



AUTHORIZED DISTRIBUTORS ALLIS-CHALMERS CONSTRUCTION MACHINERY
SALES • SERVICE • PARTS • RENTALS

LEASE AGREEMENT

THIS LEASE, made this the 28th day of March, 1966,
 between George P. Bane, Inc. of Tyler, Texas,
 hereinafter known as LESSOR, and Upshur County Precinct No. 3
 a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONER'S COURT Pursuant
 to an order duly and regularly passed on the 28th day of March, 1966, witnesseth that:

Whereas, the LESSEE requires the use of the following equipment
One used Allis-Chalmers Model D Motor Grader, Serial No. 5165

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

1 Now therefore, the LESSOR in consideration of the payment of _____
 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Motor Grader
 for a minimum period commencing on the date of this LEASE and ending October 15, 1967 on the following terms:

1. \$ 600.00 - 5/15/66	13	19
2. 1,750.00 - 10/15/66	14	20
3. 1,750.00 - 5/15/67	15	21
4. 500.00 - 10/15/67	16	22
5. _____ 11	17	23
6. _____ 12	18	24

2 The LESSEE acknowledges receipt of above deasred Motor Grader in good order and new condition and
 upon the expiration of the terms of this lease (in the event the option hereinafter referred to has not been exercised) or upon the
 prior termination of this lease, the LESSOR shall be entitled to the immediate possession of said Motor Grader
 and the LESSEE shall thereupon deliver said Motor Grader
 to the LESSOR at Tyler, Texas, in good order and condition, ordinary wear and tear thereof ex-
 cepted

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

4. The LESSOR hereby gives the LESSEE the option to purchase said Motor Grader
 in its then condition, at any time during the terms of this LEASE (or within any extension or renewal thereof) or within five
 days thereafter for the purchase price of \$ 4,600.00 to be paid in cash or legally issued County Warrants plus 6%
 per annum interest on the amount from the date of this LEASE until such purchase price has been paid, from which total
 amount shall be deducted rentals theretofore paid. In the event said option of purchase is exercised, however, all rentals thereto-
 fore paid shall be deducted therefrom as of the dates such rental installments were paid. In the event the payments are not paid
 at maturity they shall bear six percent per annum interest until paid

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

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

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

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

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

GEORGE P. BANE, INC. LESSOR
 By George P. Bane President
Upshur County #3 LESSEE
 By L. H. McWhorter
 County Judge

Jim Shover Commissioner Precinct No 1
Bryant Shover Commissioner Precinct No 2
Mike Langford Commissioner Precinct No 3
Ad Knicker Commissioner Precinct No 4

ATTEST _____
 County Clerk

STATE OF TEXAS
 COUNTY OF Upshur

L. O. W. Loyd, County Clerk in and for Upshur County, Texas
 do hereby certify that the above and foregoing is true and correct copy of the LEASE AGREEMENT entered into this date by and
 between George P. Bane, Inc., as LESSOR, and Upshur County, Texas,
 as LESSEE, and the same appears of record in Vol 13, Page _____, of the COMMISSIONERS' COURT MINUTES of

Upshur County, Texas
 Given under my hand and seal of office, this, the 28th day of March, 1966 A. D.



O. W. Loyd
 County Clerk Upshur County Texas

LEASE AGREEMENT

between
and

FILED

1966 MAR 28 AM 10 47

D W LLOYD
CLERK, UP-SHUR COUNTY

Assignment of Lease

Date March 16, 1966

City Tyler

State Texas

For value received the undersigned does hereby sell, assign, and transfer unto First National Bank, Gilmer, Texas the annexed lease dated March 28, 1966 made by the undersigned to Upshur County, Texas

of Model D Motor Grader Machinery, Serial No (s) 5165 and all property therein described, all moneys due and to become due thereunder and the proceeds of any policy or policies of insurance required by said lease and all of the right, title and interest of the undersigned in and to said lease, property and moneys due or to become due thereunder and in and to the proceeds of any policy or policies of insurance required by said lease and in consideration of the acceptance of this assignment by First National Bank, Gilmer, Texas and as a part of the same transaction the undersigned hereby guarantees the payment of all moneys due, or to become due thereunder, and that the Lessee will perform each and every term, covenant and condition of said lease, at the time and in the manner therein specified, and the undersigned does hereby agree that in the event of default by the aforesaid Lessee in the performance of any of said covenants and agreement, including said payments of rental as they shall fall due, that immediately upon any such default, without further notice, the undersigned will pay to George P. Bane, Inc.

said money so in default or perform said covenants and conditions so in default. The Undersigned warrants to First National Bank, Gilmer, Texas (1) the title to the property described in said lease, (2) that said lease is a valid and original lease, (3) that the Lessee in said lease has capacity to contract and that the signatures thereto are the genuine signatures of the parties whose signatures they purport to be, (4) that the unpaid balance of the rent specified in said lease is Four thousand six hundred and no/100 Dollars (\$4,600.00) as appears from the face thereof, (5) that the Lessee named in said lease (or his assignee) is not in default and has made all payments and has done and performed all acts and things on his part required to be done, paid or performed by the terms of said lease to the date of this assignment, (6) that any insurance required by said lease has been effected and is now in full force and effect.

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

GEORGE P. BANE, INC. (L. S.)
(Lessee's Signature)
By George P. Bane President
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 28th day of March, 19 66, and agrees to make all payments due under said lease to First National Bank at Gilmer, Texas

[Signature] (L. S.)
(Lessee's Signature)
By County Auditor
(Signature of Authorized Officer)

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 3rd day of March, 1966, by and between Upshur County, Texas, acting by and through Bruce Morris as Commissioner to lease the hereinafter described lands pursuant to a resolution duly adopted by the County Commissioners of Upshur County, Texas, hereinafter called lessor (whether one or more), and Emmatt Boyd hereinafter called lessee:

WITNESSETH: That the said lessor, for and in consideration of Ten and no/100

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

Blocks One (1) through Two Hundred (200) of the J. P. Crittendon Subdivision of the South Tract of the Upshur County School Lands in Throckmorton County, Texas.

Notwithstanding any particular description, it is nevertheless the intention of lessor to include within this lease and he does hereby lease not only the land as described but also any and all other land owned or claimed by lessor in the herein named survey or surveys or in adjoining surveys and adjoining the herein described land up to the boundaries of the adjoining landowners

It is agreed that this lease shall remain in force for a term of 3 years from this date said term being hereinafter called Primary Term and as long thereafter as oil or gas or either of them is produced from said land by the lessee

In consideration of the premises the said lessee covenants and agrees:

1st To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect its or his wells, the equal one-eighth part of all oil produced and saved from the leased premises

2nd To pay to lessor as royalty for gas from each well where gas only is found while the same is being sold or used off of the premises one-eighth of the market price at the wells of the amount so sold or used, and where such gas is not so sold or used lessee shall pay to lessor \$50.00 per annum as royalty from each of such wells and while such royalty is so paid such well shall be held to be a producing well under the above paragraph setting forth the primary term hereof Lessor may have gas free of charge from any gas well on the leased premises for all stoves and table lights in the principal dwelling house on said land during the time by making lessor's own connections with the well at lessor's own risk and expense

3rd To pay to lessor as royalty for gas produced from any oil well and used by lessee for the manufacture of gasoline one-eighth of the market value of such gas If such gas is sold by lessee, then lessee agrees to pay lessor as royalty one sixth of the net proceeds derived from the sale of said casinghead gas at the wells.

If no well be commenced on said land on or before the 1st day of January, 1967, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the

sum of Dollars Bank at

or its successors or in the hands of or its successors, which shall continue as the depository, regardless of changes in the ownership of said land, the sum of Dollars

which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months, if on said date the lessee has not made payments or tenders the commencement of a well shall be further deferred for the period of the same number of months as aforesaid, and it is understood and agreed that the consideration shall be paid hereunder in advance of the commencement of operations and shall be paid to the lessor or to the lessor's credit in the sum of Dollars

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

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

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

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

Lessee shall have the right to use, free of cost, gas oil and water produced on said land for all operations thereon except from water wells of lessor When requested by lessor lessee shall bury pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises except the written consent of the lessor Lessee shall pay for damages caused by all operations to growing crops on said land Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises including the right to draw and remove casing

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

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

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

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

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

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

All express or implied covenants of this lease shall be subject to all Federal and State laws, Executive orders rules or regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages for failure to comply therewith, if compliance is prevented by or if such failure is the result of, any such law, order, rule or regulation And if from such cause lessee is prevented from conducting drilling or reworking operations or producing oil or gas from the leased premises, the time while lessee is so prevented shall not be counted against lessee and this lease shall be extended for a period of time equal to that during which such lessee is so prevented from conducting drilling or reworking operations on or producing oil or gas from, such leased premises notwithstanding any other provision hereof

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

Lessor reserves unto itself an oil payment in the sum of Twenty-five Thousand (\$25,000) Dollars payable out of 1/32 of 7/8 of the production of

IN TESTIMONY WHEREOF, I sign this _____ day of _____ 1966. 14 March
Upshur County, Texas
By: Bruce Morris as Commissioner
to lease in accordance with Article 1577
of the Revised Statutes of Texas.

from the premises.

THE STATE OF TEXAS, I
COUNTY OF UPSHUR I Before me, the undersigned, a Notary Public,
C. R. Putnam in and for said County, Texas, on this day
personally appeared Bruce Morris, Special Commissioner, appointed by
the County Commissioner's Court of Upshur County, Texas, for the purpose
of executing this lease known to be 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 Upshur County, Texas, and that he
executed the same as the act of said county for the purposes and con-
sideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 14 day of March
A.D. 1966.

C. R. Putnam, Notary
Putnam & Ford Upshur Co.

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

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

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

(L S)

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS, _____
COUNTY OF _____ BEFORE ME, the undersigned, a Notary Public,
_____, in and for said County, Texas, on this day personally appeared
_____, wife of _____

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

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

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

(L S)

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS, _____
COUNTY OF UPSHUR BEFORE ME, the undersigned, a Notary Public,

C. R. Putnam in and for said County, Texas, on this day personally appeared
Upshur Co. Commissioners Court 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
Upshur Co. Commissioners Court

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 14 day of March, A D 1966

C. R. Putnam, Notary
Putnam & Ford Upshur Co.



GAS LEASE

Table with columns: FROM, TO, County, Texas, led for record on the, 19 __, at __, M., and duly recorded in, Page, rds of this office, County Clerk, Deputy, ded return to, Library Co., Dallas

NOTICE OF SPECIAL ELECTION

THE STATE OF TEXAS I
COUNTY OF UPSHUR I

TO THE RESIDENT QUALIFIED VOTERS OF THE PROPOSED TOWN
OF DIANA, UPSHUR COUNTY, TEXAS:

TAKE NOTICE THAT AN ELECTION WILL BE HELD ON THE 7TH
DAY OF MAY, 1966, IN THE GYMNASIUM OF THE DIANA INDEPENDENT
SCHOOL DISTRICT, UPSHUR COUNTY, TEXAS, IN THE MANNER AND ON THE
PROPOSITION SET FORTH IN THE ATTACHED COPY OF AN ORDER FOR
SPECIAL ELECTION DULY ENTERED BY THE COUNTY JUDGE OF UPSHUR
COUNTY, TEXAS, ON THE 1ST DAY OF APRIL, 1966. SAID ATTACHED
ORDER FOR SPECIAL ELECTION IS MADE A PART OF THIS NOTICE FOR
ALL INTENTS AND PURPOSES.

D. W. Lusk
COUNTY CLERK, UPSHUR COUNTY, TEXAS

plat accompanying such petition and the description of such area as set out in such petition should be incorporated under the commission form of government:

THEREFORE, BE IT ORDERED by the County Judge of Upshur County, Texas, that an election be held on the 7th day of May, 1966, which time is not less than thirty (30) days from the date of this order, at which election, in accordance with said petition and the laws of the State of Texas, the following proposition shall be submitted to the resident qualified voters of said proposed town of Diana for their action thereon:

PROPOSITION

"FOR COMMISSION"

"AGAINST COMMISSION"

Said election shall be held in the gymnasium of the Diana Independent School District and the following persons are hereby appointed to conduct such election:

- (1) John Myers shall be presiding judge.
- (2) Mrs. Kathline Wright shall be the other judge.
- (3) Mrs. Mary Tidwell and Mrs. Lillie Jones shall act as clerks.

The ballots of said election shall have printed thereon in addition to the proposition as hereinabove set out the names of all persons desiring to offer themselves as candidates for the offices of commissioners and mayor, all as provided by Article 1158 of the Revised Civil Statutes of Texas, and such persons who desire to offer themselves as candidates for commissioner or mayor shall do so by notifying the County Judge of Upshur County, Texas, in writing of such intention within fifteen (15) days prior to the date of the holding of such election.

The ballots of said election shall have written or printed thereon the following:

"FOR COMMISSION"

"AGAINST COMMISSION"

FOR MAYOR: _____

FOR COMMISSIONER: _____

Each voter shall mark out with black ink or black pencil one of the above expressions relative to being "for" or "against" the commission, thus leaving the other as indicating his vote.

Each voter shall mark out with black ink or black pencil the name or names of the persons being opposed for the office of mayor and commissioners, thus leaving the remaining name as indicating his vote for mayor and leaving the remaining names indicating his vote for commissioners.

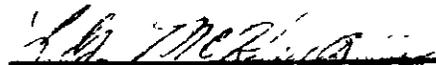
The manner of holding said election shall be governed, as near as may be, by the General Election Laws of the State of Texas, except as modified by the provisions of Chapter 12, Title 28, Vernon's Revised Civil Statutes of the State of Texas, Revision of 1925, as amended, and none but resident qualified voters who have resided within the limits of the proposed town for six (6) months next preceding the date of this election and is a qualified elector under the laws of this State shall be entitled to vote in the election.

The Court finds that no newspaper is published within the proposed town and that accordingly notice of such election shall be given by posting notices of same at three (3) public places situated within the proposed town.

The County Clerk is hereby authorized and directed to cause said notices to be posted as hereinabove directed and

further orders are reserved until the returns of said election are made by the duly authorized election officials and received by this Court.

Signed this the 1st day of April, 1966.


L. G. McKinley, County Judge,
Upshur County, Texas

TREASURER'S QUARTERLY REPORT

By G. H. Pittman COUNTY TREASURER
 FROM Jan. 1, 1966 TO March 31, 1966 INCLUSIVE

3.C

	Balance Last Report	Amt Rec Since Last Report	Disbursements	Transfers In	Transfers Out	Balance	
1 General	92,826.83 8	21,680.22 8	27,450.29	6	3,000.00	84,056.76	1
2 Salary	4,508.05	13,709.55	20,648.82	3,000.00		568.78	2
3 R&B	32,360.27	4,916.04	1,516.52		12,000.00	23,759.79	3
4 R&B 1	15,421.82	2,344.35	7,143.07	3,000.00		13,023.10	4
5 R&B 2	9,793.48	1,854.28	7,555.56	3,000.00		7,092.20	5
6 R&B 3	10,587.22	2,044.34	11,794.91	3,000.00		3,836.65	6
7 R&B 4	4,115.38	1,854.29	6,856.09	3,000.00		2,113.58	7
8 Perm Imp	289.99					289.99	8
9 Perm School	2,879.37	8,017.72	7,209.90			3,687.19	9
10 Social Sec	2,867.35		2,699.35			168.00	10
11 Jury	6,553.19	1,119.22	2,038.35			5,634.06	11
12 R&B 3A Int & Skg	21,932.33	990.81	3,729.25			19,193.89	12
13 R&B 1B Avail							13
14 Road Dist 1-C Avail	529.93	28.35				558.28	14
15 Road Dist 1-C Int & Skg							15
16 Upshur Law Library	250.59	124.00	255.45			119.14	16
17 R.O.W.	6,520.38	495.85				7,016.23	17
18							18
19							19
20	211,436.18	59,179.02	99,497.56	15,000.00	15,000.00	171,117.64	20

LIST OF BONDS AND OTHER SECURITIES ON HAND

18 Ore City ISD Bonds	18,000.00	PERMANENT SCHOOL FUND	
6 Huntington ISD Bonds	6,000.00	5 City of Gilmer Water & Sewer Bonds	5,000.00
9 Newton ISD Bonds	9,000.00	10 Liberty Eylau ISD Bonds	10,000.00
8 Angeline Hospital Bonds	8,000.00	8 Bowie Co. CSD #42 School Building Bonds	8,000.00
9 City of Killen General Rev Bonds	9,000.00	6 Road Dist. A Upshur Co. Bonds	6,000.00
2 Series H Bonds	20,000.00	15 Central Heights ISD Bonds	15,000.00
Series J Bonds	3,300.00	10 Dool ISD Building Bonds	10,000.00
8 Livingston ISD Bonds	8,000.00	5 Leander ISD Bonds	5,000.00
		7 West Sabine ISD Bonds	7,000.00
		TOTAL ALL BONDS	152,300.00

UPSHUR COUNTY
TREASURER'S
QUARTERLY REPORT

Covering Period

From Jan 1, 1966
To March 31, 1966

Date Filed

By C. H. Putman
County Treasurer, Upshur County

FILED
1966 APR 18 AM 9 32
D W LOYD
CLERK UPSHUR COUNTY

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

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

C. H. Putman County Treasurer
SWORN TO AND SUBSCRIBED before me this 17th day of April, 1966
D. W. Lloyd Clerk
County Court Upshur County Texas

BEFORE ME _____ County Clerk Upshur County Texas on this day personally appeared L. R. McKeelley County Judge Jim Shockley Commissioner Precinct No 1 Raymond Holmes Commissioner Precinct No 2 William Langford Commissioner Precinct No 3 and A. D. Hackler 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. R. McKeelley
County Judge
Jim Shockley
Commissioner Precinct No 1
Raymond Holmes
Commissioner Precinct No 2
William Langford
Commissioner Precinct No 3
A. D. Hackler
Commissioner Precinct No 4

SUBSCRIBED AND SWORN TO Before me this 18th day of April
A. D. 1966
D. W. Lloyd
County Clerk, Upshur County, Texas