

June 16, 1967
Commissioners met in special session w/ R. J. McKeely,
Bryant Holmes, M. R. Langford & A. D. Hackler present.
Motion made by A. D. Hackler second
by Bryant Holmes that County Auditor Bruce
Murray go to Austin July 17, 18, 19, 1967
to attend and work out details of County
Retirement system —

L. S. McKinley
Bryant Holmes
M. R. Langford
A. D. Hackler



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

July 6, 1967

Motion made by Bryant Holmes, second by A. D. Hackler
Mineral Phase of Board of Equalization be recessed until
July 31, 1967 at 10:00 A. M.

Motion carried.

Bryant Holmes
M. R. Langford
A. D. Hackler

July 10, 1967

Commissioners' Court met at regular session, four being present, Bryant Holmes, Arlan Hackler, Milton Langford and Judge McKinley. Motion was made by Bryant Holmes and seconded by Arlan Hackler that the Commissioners' Court purchase a radar speedilizer for the Sheriff's department. Motion carried.

 Bryant Holmes
 Milton Langford
 Arlan Hackler

Motion was made by Bryant Holmes and seconded by Arlan Hackler that meals served by Sheriff's Department be raised from 40¢ to 50¢ per meal effective as of July 1, 1967. Motion carried.

 Bryant Holmes
 Milton Langford
 Arlan Hackler

MINUTES PERTAINING TO AN ORDER AUTHORIZING EXECUTION AND DELIVERY OF INSTALLMENT NO. 2 OF "UPSHUR COUNTY, TEXAS, ROAD IMPROVEMENT WARRANTS, DATED OCTOBER 15, 1966"

THE STATE OF TEXAS I
COUNTY OF UPSHUR I

ON THIS, the 10th day of July, 1967, the Commissioners' Court of Upshur County, Texas, convened in regular session at the regular meeting place thereof in the Courthouse at Gilmer, Texas, the following members of the Court being present:

- L. G. MCKINLEY COUNTY JUDGE, Presiding, and
- JIM SHOCKEY COMMISSIONER, Precinct No. 1;
- BRYANT HOLMES COMMISSIONER, Precinct No. 2;
- M. L. LANGFORD COMMISSIONER, Precinct No. 3;
- A. D. HACKLER COMMISSIONER, Precinct No. 4;

and the following absent: Jim Shackley constituting a quorum; and among other proceedings had were the following:

The County Judge submitted the following order:

"AN ORDER APPROVING ESTIMATE SUBMITTED BY AMERICAN PETROFINA CO. OF TEXAS, CONTRACTOR, IN CONNECTION WITH CONTRACT WITH UPSHUR COUNTY, TEXAS, SUCH CONTRACT BEING DATED OCTOBER 13, 1966"

The order having been read in full, it was moved by Commissioner Hackler and seconded by Commissioner Langford that same be adopted. Thereupon, the question being called for, the following members of the Court voted "AYE": Commissioners Shockey, Holmes, Langford and Hackler; and none voted "NO".

The County Judge declared the motion carried and the order passed, and the Clerk was instructed to record same in the proper minutes of the Court.

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

Attest:

[Signature]
County Clerk and Ex-Officio Clerk of the Commissioners' Court of Upshur County, Texas

(C Seal)

76

AN ORDER APPROVING ESTIMATE SUBMITTED
BY AMERICAN PETROFINA CO. OF TEXAS,
CONTRACTOR, IN CONNECTION WITH CONTRACT
WITH UPSHUR COUNTY, TEXAS, SUCH CONTRACT
BEING DATED OCTOBER 13, 1966

WHEREAS, by order of this Court, passed and adopted on the 13th day of October, 1966 (the same being of record in the Minutes of this Court), there were authorized to be issued \$40,000 "UPSHUR COUNTY, TEXAS, ROAD IMPROVEMENT WARRANTS" dated October 15, 1966, it being provided that such warrants were to be executed and delivered by the County Judge, County Clerk and County Treasurer, upon order of the Court on estimates (duly audited, approved and allowed by this Court prior to the delivery of said warrants) as fuel oil is delivered; and,

WHEREAS, the order authorizing the issuance of warrants also approves the contract by and between American Petrofina Co. of Texas, and the County of Upshur (whereby the said contractor became obligated to furnish cracked fuel oil for use in improvement of County roads in accordance with specifications on file in the office of the County Clerk, Courthouse, Gilmer, Texas), and provided that \$40,000 due by the County thereunder would be paid through the issuance and delivery of the above described warrants, and that the sum of \$600 would be paid in cash out of funds then appropriated and set aside for the purpose; and,

WHEREAS, the contract (awarded only after compliance with the provisions of Article 2368a, V.A.T.C.S.) has been recognized as a valid obligation of Upshur County, and said contractor has submitted for payment Estimate No. 2 for fuel oil supplied under said contract, and which estimate has been duly audited by this Court, which estimate is in words and figures as follows:

and, .

WHEREAS, it is now proper and advisable for this Commissioners' Court to make provision for the payment of the amount due said contractor as shown in said estimate, and that payment should be made through the issuance and delivery of interest bearing time warrants out of the aforesaid authorization to American Petrofina Co. of Texas, in the aggregate sum of \$8,000, being warrants numbered 10 through 17, bearing interest at the rate of 5% per annum, in denomination of \$1,000 each, and being those warrants scheduled to mature on December 15 in accordance with the following schedule:

\$1,000 in 1968
\$7,000 in 1969

THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS' COURT OF UPSHUR COUNTY, TEXAS:

SECTION 1: That the estimate of American Petrofina Co. of Texas (incorporated as a part of the preamble of this order) is hereby in all things approved and allowed, it being hereby judicially and affirmatively found and determined that same is proper and constitutes evidence of benefits duly received by Upshur County, Texas

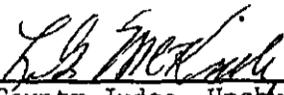
SECTION 2: That the County Judge, County Clerk and County Treasurer of this County are hereby directed to execute and deliver the warrants of this County described in the preamble hereof to the said contractor.

SECTION 3: That the said warrants authorized to be executed and delivered are hereby found to be valid and subsisting obligations of Upshur County, Texas, and it is hereby expressly and affirmatively adjudged and decreed that the County has received full value and consideration therefor, that all things required by law in the issuance and delivery of said warrants have happened and have been performed in due time, form, and manner as required by law, that all material furnished under said contract, insofar as said estimate is concerned, and in payment of a part of which said warrants are to be issued and delivered, has been found to be in all respects as provided for in the said contract. This judicial ascertainment is expressly made for the use and benefit of the prospective owners and holders of said warrants, the Attorney General of Texas and any other attorney that may pass upon the validity of said warrants and the same shall be binding upon Upshur County, Texas, the Commissioners' Court thereof, and the successors in office of the County Judge and members of the Commissioners' Court of said County:

SECTION 4: That, in addition to the aforesaid warrants, there is due to said Contractor the amount of \$226.00, which shall be carried forward to the next estimate, the County acknowledging this amount to be due but being unable to deliver warrants in payment thereof at this time due to their denomination.

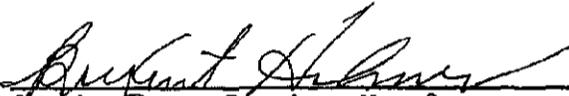
SECTION 5: That all acts of the aforesaid officials of the County regarding the execution and delivery of said warrants shall be prima facie evidence that such acts have been completed in all respects in the proper manner to give validity and legality to said warrants and to cause them to create a good, sufficient and valid obligation upon Upshur County, Texas.

WITNESS the signatures of the members of the Commissioners' Court of Upshur County, Texas, this the 10th day of July, 1967.

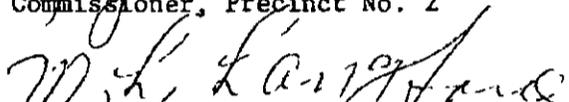


County Judge, Upshur County, Texas

Commissioner, Precinct No. 1



Commissioner, Precinct No. 2



Commissioner, Precinct No. 3



Commissioner, Precinct No. 4

ESTIMATE FOR ROAD OIL

TO: The Commissioners' Court of
Upshur County, Texas

Under date of October 13, 1966, the undersigned
executed contract to supply up to 14,000 barrels
of cracked fuel oil, this estimate is submitted
under that contract.

May and June, '67
MONTH YEAR

ESTIMATE NO. 1

During the calendar months shown above, 3,100 barrels of oil
were delivered to the County in accordance with the Contract.

- (a) 3,100 barrels so delivered x \$ 2.90
(unit price per barrel)..... = \$ 8,990
- (b) Less 10% of line (a), deducted to insure
future compliance with the contract by
the undersigned \$ 899
- (c) Add: Amount not paid on previous estimate,
but carried forward to this estimate by
reason of the denomination of warrants ... \$ 135
- (d) Total amount due this estimate: lines (a)
and (c) less (b) \$ 8,226
- (e) Amount to be paid this estimate (line (d))
in multiples of \$1,000)..... \$ 8,000
- (f) Amount to be carried forward to next esti-
mate: line (d) less (e)..... \$ 226

Total number of barrels delivered to the County under contract to date
(including this estimate) 6,600

AMERICAN PETROFINA CO. OF TEXAS

By *[Signature]*
Contractor

ASSIGNMENT CERTIFICATE

THE STATE OF TEXAS X

COUNTY OF UPSHUR X

THIS IS TO CERTIFY, that American Petrofina Co of Texas, Contractor, has this day sold, transferred and delivered to First National Bank of Gilmer, Texas, those certain registered County warrants issued to said American Petrofina Co. of Texas, by the Commissioners' Court of Upshur County, Texas, pursuant to an order authorizing the issuance of warrants and a contract between said contractor and County, both dated October 13, 1966, and pursuant to the order of said Court dated July 10, 1967, authorizing the execution and delivery of certain said warrants, such warrants aggregating \$8,000, in denomination of \$1,000 each, bearing interest at the rate of 5% per annum, being designated "UPSHUR COUNTY TEXAS, ROAD IMPROVEMENT WARRANTS", dated October 15, 1966, numbered 10 through 17, and being those warrants maturing on December 15 in accordance with the following schedule:

\$1,000 in 1968
7,000 in 1969

said warrants being issued for the purpose of financing a portion of the cost of purchasing cracked fuel oil for use in improvement of County roads in Cottle County, Texas, in accordance with specifications therefor.

THIS IS TO CERTIFY FURTHER, that said American Petrofina Co. of Texas, Contractor, mentioned in the aforesaid order of said Court, has received the above described warrants from the proper officials of said Court in due course, and that said contractor has received from First National Bank, Gilmer, Texas, full value and consideration for said warrants, as evidenced by the signature of [Signature] as the [Signature] of American Petrofina Co. of Texas, Contractor, on the back of each of said warrants.

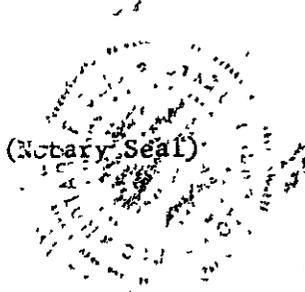
EXECUTED at Gilmer, Texas, this the 10 day of July, 1967.

AMERICAN PETROFINA CO. OF TEXAS

By [Signature]
Its Authorized Agent

BEFORE ME, the undersigned authority, on this day personally appeared H. D. O'Neal, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same 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 July, 1967.



[Signature]
Notary Public, Upshur County, Texas

FILED at 2:02 o'clock P.M.

JUL 11 1967

O W LOYD
County Clerk, Upshur County, Texas
By [Signature] Deputy

To the County Judge of Upshur County, Texas:

We, the undersigned, representing more than 10% of the qualified voters residing in the Union Hill Independent School District hereby, and by these presents do, respectfully request that you order an election to be held on a day stated in such order, and at a place within said independent school district, stated in such order, for the purpose of abolishing said Union Hill Independent School District, in accordance with Article 2767, of the Revised Civil Statutes of the State of Texas.

R. W. Harris

J. K. Duffey

G. W. Johnson

Loyd B. Knight

W. A. Pennington

Mrs. L. S. Duffey

F. B. Duffey

Huldah B. Bailey

Loyd L. Bailey

R. M. Hester

Mrs. R. M. Hester

A. W. Warren

Mrs. A. W. Warren

H. R. Denver

Hazel C. Denver

Hussie Kellam

C. M. Kellam

L. W. Duffey

Pearl Duffey

T. A. Morris

Mrs. T. A. Morris

Mrs. Frank Duffey

Frank G. Duffey

Ruth Brown

J. H. Warner

Ollie Wren

Carl L. Wren

M. E. Ferguson

Mrs. M. E. Ferguson

W. E. Cooley

Mrs. W. E. Cooley

John A. Duffey

A. E. Walling

Patricia Hamblein

James L. Spencer

U. H. Spencer

L. M. Collier

To the County Judge of Upshur County, Texas:

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Dicie Caldwell

Annie Lindley

Ray J. Kelly

John H. Hatched

Charles Taylor

Mrs. Charles Taylor

Charlie Crews

Denna Crews

Larry Johnson

Mrs. Larry C. Johnson

James Johnson

Mrs. James Johnson

Mrs. Leona D. Jackson

To the County Judge of Upshur County, Texas:

We, the undersigned, representing more than 10% of the qualified voters residing in the Union Hill Independent School District hereby, and by these presents do, respectfully request that you order an election to be held on a day stated in such order, and at a place within said independent school district, stated in such order, for the purpose of abolishing said Union Hill Independent School District, in accordance with Article 2767, of the Revised Civil Statutes of the State of Texas.

J. M. Rutledge
Mrs. J. M. Rutledge
Guy W. Duffey
Emelyn Duffey

Horizontal lines for signatures and names, with four handwritten entries and the rest blank.

To the County Judge of Upshur County, Texas:

We, the undersigned, representing more than 10% of the qualified voters residing in the Union Hill Independent School District hereby, and by these presents do, respectfully request that you order an election to be held on a day stated in such order, and at a place within said independent school district, stated in such order, for the purpose of abolishing said Union Hill Independent School District, in accordance with Article 2767, of the Revised Civil Statutes of the State of Texas.

| | |
|-----------------------------|-------------------------------|
| <u>D. L. Spence</u> | <u>J. W. Gipson</u> |
| <u>Mrs W L Spence</u> | <u>Mrs J W Gipson</u> |
| <u>Mr. L. W. Harris</u> | <u>Tom Halme</u> |
| <u>James A. Radford</u> | <u>Tommie Halme</u> |
| <u>Mrs James A. Radford</u> | <u>H. E. Gibbons</u> |
| <u>John Warren</u> | <u>Mrs H. E. Gibbons</u> |
| <u>Hazel Warren</u> | <u>C. N. Macher</u> |
| <u>O. J. Stracener</u> | <u>Lela Macher</u> |
| <u>Ide Stracener</u> | <u>H. D. Tucker</u> |
| <u>W. B. Blairingome</u> | <u>Mrs. H. D. Tucker</u> |
| <u>Reid Johnson</u> | <u>Mr. Guy Arrington</u> |
| <u>J. D. Meadows</u> | <u>Mrs Guy Arrington, Jr.</u> |
| <u>O. H. Hanson</u> | <u>J. L. Carpenter</u> |
| <u>Ide Hanson</u> | <u>Billy Balley</u> |
| <u>J. T. Payne</u> | <u>Lady Dalby</u> |
| <u>W. R. Payne</u> | <u>R. A. Adkins</u> |
| <u>John Duncan</u> | <u>Clarence Robinson</u> |
| <u>John Duncan Jr</u> | <u>J. A. Rutledge</u> |
| <u>Mrs Flossie Duncan</u> | <u>Mrs J. A. Rutledge</u> |

THE STATE OF TEXAS)
 (
 COUNTY OF UPSHUR)

On this the 7th day of August, A.D. 1967, came on to be considered by the County Judge of Upshur County, Texas, the petition of Tom Duffey, et al, all being qualified voters residing in the Union Hill Independent School District, and being more than ten per cent of the qualified voters of said Union Hill Independent School District, for an order of election in such Union Hill Independent School District, for the purpose of enabling the qualified voters residing in such independent school district to determine whether or not said Union Hill Independent school District shall be abolished, and it appearing to the undersigned County Judge of Upshur County, Texas, that such petition was duly filed and presented to me on this day, and it further appearing that more than ten per cent of the qualified voters residing in the Union Hill Independent School District have signed said petition requesting such election, and that such petition should be granted:

Now, Therefore, by virtue of the authority vested in me under Article 2767, of the Revised Civil Statutes of the State of Texas, it is accordingly ORDERED that on the 26th day of August, A. D. 1967, an election shall be held at the school house of the Union Hill Independent School District for the purpose of enabling the qualified voters residing in the Union Hill Independent School District to determine whether or not said Union Hill Independent School District shall be abolished and that such election shall be held and conducted, and the returns thereof made in accordance with the laws regulating general elections, insofar as the same are applicable and in accordance with Article 2767 of the Revised Civil Statutes of the State of Texas, and that a poll shall be opened and held for such election

at the school house of the Union Hill Independent School District, and that each of the following persons, being a freeholder and qualified voter of said Union Hill Independent School District, and a proper person for this appointment, that viz: C. M. Kallan

Mr. Ted Parms, and Ross Strong are appointed Judges of said election; and Mr. Wally Kiequick and R. M. Hester, are appointed Clerks of such election, in which capacity they shall serve, all of whom shall act and serve as by the law required, and that the poll shall be open from 8:00 o'clock A. M. until 7:00 o'clock P. M.

All voters at such election must be qualified voters according to the Constitution and law of Texas, and shall have resided in the Union Hill Independent School District for at least six months next preceding the date of said election, and all votes of such election shall be by ballot, and voters desiring to abolish said Union Hill Independent School District shall designate upon their ballot the words "For the Abolition of the Union Hill Independent School District"; and those against abolishing the said Union Hill Independent School District shall designate upon their ballot "Against the Abolition of the Union Hill Independent School District".

The officers holding such election shall make due return thereof to me, the undersigned County Judge within ten days after the holding of such election, of all votes cast therein for and against said proposition at said election.

Public notice of this order shall be given for at least ten days prior to the holding thereof, and the Sheriff of this County is hereby ORDERED to cause such notice to be given by posting a copy of this Order at three public places within said Union Hill Independent School District, and to make return thereof

promptly at the termination of such period on the form hereto attached.

Witness the hand of the County Judge of Upshur County, Texas, this the 9th day of August, A. D. 1967.

L. H. McKeel
COUNTY JUDGE, Upshur County, Texas.

SHERIFF'S RETURN

Came to hand this the 10 day of August, A. D. 1967,
 at 10:45 o'clock A M., and executed by posting true and
 correct copies hereof at three public places within the boundaries
 of the Union Hill Independent School District, to-wit: at
Chatter Box Cope (Bethel); at Union Hill School (Bethel)
 and at Clock's Store (Simpsonville); and continuing such post-
ing at such places for not less than ten days exclusive of the
day of posting before the date of the election provided for
 therein.

The distance actually travelled by me in serving such
 process was 40 miles and my fees are \$

Returned this the _____ day of August, 1967.

Noble Johnson
 Sheriff, Upshur County, Texas.

By Virgil Means

8-10-67
 10:45 AM

Posting & notices \$25-
 mileage 600
\$ 625

July 31, 1967

Commissioners Court met in session with Bryant Holmes, Milton Langford, Arlan Hackler and Judge L. G. McKinley present. Motion made by Bryant Holmes to accept proposal that for the year 1967 only, the mineral assessment be raised 8% above the schedule by Pritchard & Abbott - 1968 the minerals (Oil & Gas properties) will be assessed on schedule prepared by Pritchard & Abbott that will reflect the changes in the leases themselves to show the depletion loss and other factors affecting the value of these properties, this means all mineral property will be assessed on 1967 schedule without a factor. In case additional value is needed over and above Pritchard & Abbott schedule, all properties in the County will be equalized to produce this increase. Second by Arlan Hackler.

Motion carried with Bryant Holmes, Arlan Hackler and Milton Langford voting for and Judge McKinley voting no.

L. G. McKinley

Bryant Holmes

M. Langford

A. Hackler

Commissioner Jim Shockey was in Gilmer Monday, but he was unable to meet with the Commissioner's Court during the meeting with the Oil Companies concerning the 12½% tax raise.

Shockey said ^{and Judge McKinley} he still held to the decision made by the entire Court on ^{June 9, 1967} which was to raise the Oil Companies 12½%. He stated that he was conscious of the fact that the Oil Companies had been carrying the heaviest tax load of the county. But since the tax on local property was raised 20% in 1966, he felt that this was the only right thing to do.

Jim Shockey
L. G. McKinley

TEXAS DEPARTMENT OF AGRICULTURE
BOND OF PUBLIC WEAIGHER
OR
DEPUTY PUBLIC WEAIGHER

Bond No

Amount of Bond

7909413

\$ 2,500.00

KNOW ALL MEN BY THESE PRESENTS That we;

Exp. Date 7/26/69

James M. Gee of Gilmer, Texas as principal and
Principals Name City State
Millers Mutual Fire Ins. Co. of Fort Worth, Texas as surety
Bonding Company City State

are held firmly bound unto the State of Texas in the sum of \$ 2,500.00 for the payment of which we hereby bind ourselves, our heirs, executors, and administrators, jointly and severally by these presents:

INDEPENDENT PUBLIC WEAIGHER

Whereas the above bounden James M. Gee is in all things qualified to act as an Independent Public Weigher (Under Article 5704 of Public Weigher Law) in and for Justice Precinct No. 1 Upshur County, Texas at Gilmer, Texas;

INDEPENDENT, ELECTED AND DEPUTY TO ELECTED PUBLIC WEAIGHERS USE LINES BELOW

Approved in open court, this the _____ day of _____ A. D. 19____
W. L. Langford
W. L. Langford Commissioners' Court of _____ County, Texas
Filed for record, this the _____ day of _____ A. D. 1967 and recorded in
Book 5 page 67 Bond records of Upshur County, Texas on the
_____ day of _____ A. D. 1967
Upshur County, Texas
Clerk of the County Court

GOVERNOR-APPOINTED, ELECTED AND DEPUTIES USE LINES BELOW

Whereas the above bounden _____ of _____, Texas on the _____ day of _____ A. D. 19____ was _____ by _____ as _____ Public Weigher in and for _____, Texas;

Now, therefore, the condition of the above obligation is such that if the said James M. Gee shall fully qualify as a Public Weigher under the provisions of the Texas Public Weigher's Law and all relative rules and regulations, and shall accurately weigh, or measure all produce tendered to him for weighing or measuring, and all certificates of weights issued by him shall represent true and accurate weight of the produce so weighed, and shall discharge all duties required of him by law, and shall not permit any one to molest, mutilate or destroy any article, produce or commodity while in his possession, then this obligation shall be null and void, otherwise to remain in full force and effect.

Witness our hands this 27 day of July 1967

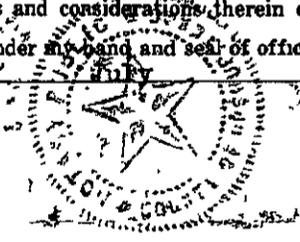
By Miller's Mutual Fire Ins. Co. Fort Worth, Texas
Surety Address
By B. D. Chapman James M. Gee
Attorney in Fact Principal

THE STATE OF TEXAS

County of Upshur

Before me Tom E. Davis a Notary Public, on this day personally appeared James M. Gee known to me to be the person whose name is subscribed to the foregoing instrument as principal and acknowledged to me that he signed and executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office at Gilmer, Texas this 27th day of July A. D. 19 67
Tom E. Davis
Notary Public in and for
Upshur County, Texas



TDA-N104A

Certified Copy.

The Millers Mutual
Fire Insurance Company OF TEXAS
HOME OFFICE 500 MONROE ST. WORTH 2, TEXAS

NO. 31

Power of Attorney

Know all Men by these Presents: That THE MILLERS MUTUAL FIRE INSURANCE COMPANY OF TEXAS, a corporation of the State of Texas, has made constituted and appointed and by these presents does make, constitute and appoint

B. D. Chapman

of **Fort Worth, Texas**

his true and lawful Attorney-in-Fact, to make execute and deliver, on its behalf as Surety, bonds, undertakings and other obligatory instruments of similar nature as follows

Without Limitation

Such bonds, undertakings and obligatory instruments for said purposes, when duly executed by the aforesaid **B. D. Chapman** shall be binding upon the said Company. All the acts of said **B. D. Chapman** pursuant to the authority hereby given, are hereby ratified and confirmed

THAT THE MILLERS MUTUAL FIRE INSURANCE COMPANY OF TEXAS, pursuant of authority granted by resolution of the Executive Committee of its Board of Directors dated July 8 1963 and unanimously approved by the Board of Directors on August 21, 1963, which said resolution has not been amended nor rescinded and of which the following is a true and complete copy

RESOLVED That this corporation hereby authorizes and empowers its Chairman Vice Chairman President, Vice President, Secretary or Mr Bill H Martin Assistant Secretary, to designate and appoint any other officer agent or attorney, with full power and authority to sign the Company's name and affix its corporate seal to, and deliver for and on its behalf as obligor, any bonds, undertakings, and other obligatory instruments of similar nature

In Witness Whereof, THE MILLERS MUTUAL FIRE INSURANCE COMPANY OF TEXAS has caused these presents to be signed by its Chairman, Vice Chairman, President Vice President Secretary or Mr Bill H Martin Assistant Secretary and its corporate seal to be affixed and duly attested by its **Assistant Secretary** this **20th** day of **December** 19 **66**

THE MILLERS MUTUAL FIRE INSURANCE COMPANY OF TEXAS

B. F. Roberson
By **B. F. Roberson**
Assistant Secretary

Bill H. Martin
By **Bill H. Martin**, Vice President

STATE OF TEXAS
COUNTY OF TARRANT

On this **20th** day of **December** 19**66**, before me personally appeared **Bill H. Martin** **Vice President** Title

of THE MILLERS MUTUAL FIRE INSURANCE COMPANY OF TEXAS with whom I am personally acquainted who being by me duly sworn, said that he resides at **Fort Worth, Texas** that he is **Vice President** of The Millers Mutual Fire Insurance Company of Texas the corporation described in and which executed the foregoing instrument that he knows the corporate seal of said Company, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Company and that he signed his name thereto as **Vice President** of said Company by like authority

Fieldan Stoner
Fieldan Stoner Notary Public
My Commission Expires **June 1, 1967**

STATE OF TEXAS
COUNTY OF TARRANT

I **B. F. Roberson** **Assistant** Secretary of The Millers Mutual Fire Insurance Company of Texas, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said The Millers Mutual Fire Insurance Company of Texas which is still in full force and effect

In Witness Whereof, I have signed this certificate at Fort Worth Texas this **27th** day of **July** 19 **67**



B. F. Roberson
B. F. Roberson, Assistant Secretary

83182005

THE STATE OF TEXAS

OATH OF OFFICE

I, James M. Gee, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Independent Public Weigher 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 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, or to secure my appointment. So help me God.

James M. Gee

SWORN TO and subscribed before me this 27th

day of July, 1967.

Tom E. Davis

Notary Public, Upshur County, Texas.



August 14, 1967

Upshur County Commissioners Court met in regular session this date.

Bids were opened for one used Crawler Type Front End Loader.

Motion made by Bryant Holmes second by A. D. Hackler to accept bid of Geo. P. Bane Inc. for used Loader. Purchase price in amount of \$3250.00 . Purchase to be made on Lease-Purchase Agreement assigned to Farmers & Merchants National Bank, Gilmer, Texas.

Motion carried.

L. H. McKinney
Jim Showers
Bryant Holmes
W. L. Langford
A. D. Hackler



GEO. P. BANE, INC. / 220 N GLENWOOD BLVD / BOX 4299 / LY 4-8641 (214) / TYLER, TEXAS 75701

August 11, 1967

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

Gentlemen:

We are pleased to submit our bid on your machinery requirements
for Precinct No. 2 as follows:

One Used Allis-Chalmers Model HD5G, Tractor Loader,
Serial #27570, equipped with 1-1/8 yard Bucket.

Trade-In one Used Allis-Chalmers Model HD5G,
Serial #11139.

Net Difference F.O.B. Upshur County. \$3,250.00.

We are always pleased to have the opportunity to bid on your
machinery needs and hope that we may continue providing you
with the very best in service.

Sincerely,

GEORGE P. BANE, INC.

Travis Watson

Travis Watson
Sales Manager

TW/mm

ACCEPTED:

[Handwritten signatures on a lined background]



CONSTRUCTION EQUIPMENT
SALES SERVICE PARTS RENTALS



LEASE AGREEMENT

THIS LEASE, made this the 14th day of August, 1967,
 between GEORGE P. BANE, INC. of Tyler, Texas,
 hereinafter known as LESSOR, and Upshur County, Precinct #2
 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 14th day of August, 1967, witnesseth that:

Whereas, the LESSEE requires the use of the following equipment
One used Allis-Chalmers Model HD 5G Tractor, Serial No. 27524
equipped with 1 1/8 yard bucket

hereinafter referred to as tractor
 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 tractor

1 Now therefore, the LESSOR in consideration of the payment of trade-in A/C HD 5G, Serial No. 11139
 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said tractor
 for a minimum period commencing on the date of this LEASE and ending _____, on the following terms

| | | | |
|---|----|----|----|
| 1 | 7 | 13 | 19 |
| 2 | 14 | 20 | 26 |
| 3 | 21 | 27 | 3 |
| 4 | 28 | 4 | 10 |
| 5 | 4 | 11 | 17 |
| 6 | 11 | 18 | 24 |

2 The LESSEE acknowledges receipt of above desired tractor, 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 tractor

and the LESSEE shall thereupon deliver said tractor
 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 tractor 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 tractor
 in its then condition, at any time during the term of this LEASE (or within any extension or renewal thereof) or within five
 days thereafter for the purchase price of \$ 1125.00 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 tractor
 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 tractor
 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 tractor

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 [Signature]

By [Signature] LESSEE
 County Judge

ATTEST _____
 County Clerk

[Signature] Commissioner, Precinct No. 1

[Signature] Commissioner, Precinct No. 2

[Signature] Commissioner, Precinct No. 3

[Signature] Commissioner, Precinct No. 4

STATE OF TEXAS
 COUNTY OF Upshur
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 14, Page _____, of the COMMISSIONERS' COURT MINUTES OF
Upshur County, Texas.

Given under my hand and seal of office, this, the 14 day of August, 1967 A. D.
[Signature]
 County Clerk, Upshur County, Texas

LEASE AGREEMENT

between
and

FILED
1967 AUG 14 PM 1:11
D. W. LOYD
CLERK, UPSHUR COUNTY

Assignment of Lease

Date August 14, 1967
City Tyler
State Texas

For value received the undersigned does hereby sell, assign, and transfer unto Farmers & Merchants National Bank, Gilmer, Texas the annexed lease dated Aug., 14, 1967 made by the undersigned to Upshur County #2, Gilmer, Texas

(Lessor's Name) (Address)
of Model HD 5G Tractor Machinery, Serial No.(s) 27570 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 Geo P. Bane Inc.

and as a part of the same transaction the undersigned hereby guarantees the payment of all moneys due, or to become due thereunder, and that the Lessee will perform each and every term, covenant and condition of said lease at the time and in the manner therein specified, and the undersigned does hereby agree that in the event of default by the aforesaid Lessee in the performance of any of said covenants and agreement, including said payments of rental as they shall fall due, that immediately upon any such default, without further notice, the undersigned will pay to Farmers & Merchants Natl Bank, Gilmer said money so in default or perform said covenants and conditions so in default.

The Undersigned warrants to Farmers & Merchants Natl 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 Three Thousand Two Hundred Fifty and no/100-----Dollars 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.)
(Lessor's Signature)

By [Signature]
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 14 day of August, 1967, and agrees to make all payments due under said lease to Farmers & Merchants Natl Bank at Gilmer, Texas

Upshur County (L. S.)
(Lessee's Signature)

By [Signature]
(Signature of Authorized Officer)
County Auditor

MINUTES PERTAINING TO AN ORDER AUTHORIZING EXECUTION AND DELIVERY OF INSTALLMENT NO. 3 OF "UPSHUR COUNTY, TEXAS, ROAD IMPROVEMENT WARRANTS" DATED OCTOBER 15, 1966

THE STATE OF TEXAS
COUNTY OF UPSHUR

On this the 14th day of August, 1967, the Commissioners' Court of Upshur County, Texas, convened in regular session at the regular meeting place thereof in the Courthouse at Gilmer, Texas, the following members of the Court being present:

- L. G. MCKINLEY COUNTY JUDGE, Presiding; and
- JIM SHOCKEY COMMISSIONER, Precinct No. 1;
- BRYANT HOLMES COMMISSIONER, Precinct No. 2;
- M. L. LANGFORD COMMISSIONER, Precinct No. 3;
- A. D. HACKLER COMMISSIONER, Precinct No. 4;

and the following absent: None constituting a quorum; and among other proceedings had, were the following:

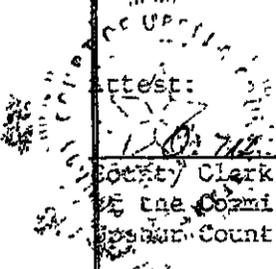
The County Judge submitted the following Order:

"AN ORDER APPROVING ESTIMATE SUBMITTED BY AMERICAN PETROFINA CO. OF TEXAS, CONTRACTOR, IN CONNECTION WITH CONTRACT WITH UPSHUR COUNTY, TEXAS, SUCH CONTRACT BEING DATED OCTOBER 13, 1966."

The order having been read in full, it was moved by Commissioner Shockey and seconded by Commissioner Holmes that same be adopted. Thereupon, the question being called for, the following members of the Court voted "AYE": Commissioners Shockey, Holmes, Langford and Hackler; and none voted "NO".

The County Judge declared the motion carried and the order passed, and the Clerk was instructed to record same in the proper minutes of the Court.

L. G. McKinley
County Judge, Upshur County
Texas



Attest:
O. W. Lloyd
County Clerk and Ex-Officio Clerk
of the Commissioners' Court of
Upshur County, Texas

(Cof. Crt. Seal)

AN ORDER APPROVING ESTIMATE SUBMITTED
BY AMERICAN PETROFINA CO. OF TEXAS,
CONTRACTOR, IN CONNECTION WITH CONTRACT
WITH UPSHUR COUNTY, TEXAS, SUCH CONTRACT
BEING DATED OCTOBER 15, 1966

WHEREAS, by order of this Court, passed and adopted on the 13th day of October, 1966 (the same being of record in the Minutes of this Court), there were authorized to be issued \$40,000 "UPSHUR COUNTY, TEXAS, ROAD IMPROVEMENT WARRANTS" dated October 15, 1966, it being provided that such warrants were to be executed and delivered by the County Judge, County Clerk and County Treasurer, upon order of the Court on estimates (duly audited, approved and allowed by this Court prior to the delivery of said warrants) as fuel oil is delivered, and,

WHEREAS, the order authorizing the issuance of warrants also approves the contract by and between American Petrofina Co. of Texas, and the County of Upshur (whereby the said contractor became obligated to furnish cracked fuel oil for use in improvement of County roads in accordance with specifications on file in the office of the County Clerk, Courthouse, Gilmer, Texas), and provided that \$40,000 due by the County thereunder would be paid through the issuance and delivery of the above described warrants, and that the sum of \$600 would be paid in cash out of funds then appropriated and set aside for the purpose; and,

WHEREAS, the contract (awarded only after compliance with the provisions of Article 2368a, V.A T C S.) has been recognized as a valid obligation of Upshur County, and said contractor has submitted for payment Estimate No 3 for fuel oil supplied under said contract, and which estimate has been duly audited by this Court, which estimate is in words and figures as follows:

ESTIMATE FOR ROAD OIL

TO: The Commissioners' Court of
Upshur County, Texas

Under date of October 13, 1966, the undersigned
executed contract to supply up to 14,000 barrels
of cracked fuel oil, this estimate is submitted
under that contract.

July, '67
MONTH YEAR

ESTIMATE NO. 3

During the calendar months shown above, 5,100 barrels of oil
were delivered to the County in accordance with the Contract.

- (a) 5,100 barrels so delivered x \$ 2.90
(unit price per barrel)..... = \$ 14,790
- (b) Less 10% of line (a), deducted to insure
future compliance with the contract by
the undersigned \$ 1,479
- (c) Add: Amount not paid on previous estimate,
but carried forward to this estimate by
reason of the denomination of warrants ... \$ 226
- (d) Total amount due this estimate: lines (a)
and (c) less (b) \$ 13,537
- (e) Amount to be paid this estimate (line (d)
in multiples of \$1,000)..... \$ 13,000
- (f) Amount to be carried forward to next esti-
mate: line (d) less (e)..... \$ 537

Total number of barrels delivered to the County under contract to date
(including this estimate) 11,700

AMERICAN PETROFINA CO. OF TEXAS

By *A. D. Green*
Contractor

and,

WHEREAS, it is now proper and advisable for this Commissioners' Court to make provision for the payment of the amount due said contractor as shown in said estimate, and that payment should be made through the issuance and delivery of interest bearing time warrants out of the aforesaid authorization to American Petrofina Co. of Texas, in the aggregate sum of \$13,000 being warrants numbered 18 through 30 bearing interest at the rate of 5% per annum, in denomination of \$1,000 each, and being those warrants scheduled to mature on December 15 in accordance with the following schedule:

| | |
|-----------|------|
| \$ 3,000 | 1969 |
| \$ 10,000 | 1970 |

THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS:

SECTION 1: That the estimate of American Petrofina Co. of Texas (incorporated as a part of the preamble of this order) is hereby in all things approved and allowed, it being hereby judicially and affirmatively found and determined that same is proper and constitutes evidence of benefits duly received by Upshur County, Texas

SECTION 2: That the County Judge, County Clerk and County Treasurer of this County are hereby directed to execute and deliver the warrants of this County described in the preamble hereof to the said contractor.

SECTION 3: That the said warrants authorized to be executed and delivered are hereby found to be valid and subsisting obligations of Upshur County, Texas, and it is hereby expressly and affirmatively adjudged and decreed that the County has received full value and consideration therefor, that all things required by law in the issuance and delivery of said warrants have happened and have been performed in due time, form, and manner as required by law; that all material furnished under said contract, insofar as said estimate is concerned, and in payment of a part of which said warrants are to be issued and delivered, has been found to be in all respects as provided for in the said contract. This judicial ascertainment is expressly made for the use and benefit of the prospective owners and holders of said warrants, the Attorney General of Texas and any other attorney that may pass upon the validity of said warrants and the same shall be binding upon Upshur County, Texas, the Commissioners' Court thereof, and the successors in office of the County Judge and members of the Commissioners' Court of said County

SECTION 4: That, in addition to the aforesaid warrants, there is due to said Contractor the amount of \$537.00 which shall be carried forward to the next estimate, the County acknowledging this amount to be due but being unable to deliver warrants in payment thereof at this time due to their denomination.

SECTION 5: That all acts of the aforesaid officials of the County regarding the execution and delivery of said warrants shall be prima facie evidence that such acts have been completed in all respects in the proper manner to give validity and legality to said warrants and to cause them to create a good, sufficient and valid obligation upon Upshur County, Texas

WITNESS the signatures of the members of the Commissioners' Court of Upshur County, Texas, this the 14th day of August, 1967.

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

Jim Shores
Commissioner, Precinct No. 1

August Adams
Commissioner, Precinct No. 2

M. K. Langford
Commissioner, Precinct No. 3

A. D. Hacker
Commissioner, Precinct No. 4

FILED

at 8:23 o'clock aM

AUG 24 1967

O W LOYD
County Clerk, Upshur County, Texas

By Alvin J. Quinn Deputy

ASSIGNMENT CERTIFICATE

THE STATE OF TEXAS |
 |
COUNTY OF UPSHUR |

THIS IS TO CERTIFY that American Petrofina Co. of Texas, Contractor, has this day sold, transferred and delivered to F + M National Bank of Gilmer Texas, those certain registered County Warrants issued to said American Petrofina Co. of Texas, by the Commissioners' Court of Upshur County, Texas, pursuant to an order authorizing the issuance of warrants and a contract between said contractor and County, both dated October 13, 1966, and pursuant to the order of said Court dated August 14, 1967, authorizing the execution and delivery of certain said warrants, such warrants aggregating \$13,000, in denomination of \$1,000 each, bearing interest at the rate of 5% per annum, being designated "UPSHUR COUNTY, TEXAS, ROAD IMPROVEMENT WARRANTS" dated October 15, 1966, numbered 18 through 30 and being those warrants maturing on December 15 in accordance with the following schedule:

 \$ 3,000 1969
 \$10,000 1970

said warrants being issued for the purpose of financing a portion of the cost of purchasing cracked fuel oil for use in improvement of County roads in Upshur County, Texas, in accordance with specifications therefor.

THIS IS TO CERTIFY FURTHER, that said American Petrofina Co. of Texas, Contractor, mentioned in the aforesaid Order of said Court, has received the above described warrants from the proper officials of said Court in due course, and that said contractor has received from F + M National Bank, Gilmer, Texas full value and consideration for said warrants, as evidenced by the signature of S. W. O'Neal as the Sales Manager of American Petrofina Co. of Texas, Contractor, on the back of each of said warrants.

EXECUTED at Gilmer, Texas, this the 18th day of August, 1967.

AMERICAN PETROFINA CO. OF TEXAS

By L. O. Green
Its Authorized Agent

BEFORE ME the undersigned authority, on this day personally appeared S. W. O'Neal, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of August, 1967.

FILED
AUG 24 1967
O W LOYD
County Clerk, Upshur County, Texas
By [Signature] Deputy

[Signature]
Notary Public, Upshur County, Texas

A RESOLUTION

A RESOLUTION; OF THE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS, TO INDEMNIFY THE STATE OF TEXAS AGAINST ANY AND ALL CLAIMS, SUITS OR ACTIONS BROUGHT CHALLENGING THE STATE OF TEXAS' TITLE TO THAT CERTAIN TRACT OR PARCEL OF LAND LOCATED AND SITUATED IN UPSHUR COUNTY, TEXAS:

The Commissioners' Court of Upshur County, Texas at a regular meeting, County Judge L. G. McKinley presiding and a quorum being present on the 14 day of August, 1967, upon a motion made by Commissioner Haekler and seconded by Commissioner Holmes, that the following resolution be passed by the Court;

WHEREAS, the County of Upshur acting by and through the Commissioner's Court of Upshur County did acquire an easement through Eminent Domain proceedings instituted in the County Court of Upshur County, Texas, said proceedings being styled the State of Texas, et al vs. Ovie Lee Stracener, et al, Cause No. 5049, and final judgment being recorded in Volume 7, Page 344, Minutes of the County Court of Upshur County, Texas, for and in behalf of the State of Texas for Highway purposes, all the certain tract or parcel of land designated by the Texas Highway Department as Parcel 22-A, RW 248-4-22, U.S. Highway 271, Upshur County, Texas, described more particularly by metes and bounds in the field notes attached hereto and marked Exhibit "A"; and,

WHEREAS, certain questions have arisen whether all interests were acquired in said proceedings; and,

WHEREAS, the Texas Highway Department and their examining attorney have agreed to waive said questions upon the guarantee of indemnification by Upshur County, based upon said indemnification the State of Texas will reimburse said County the agreed pro rata share of the cost of said property and the cost of acquisition:

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS:

That for and in consideration of the waiver of said questions and the reimbursement by the State of Texas, the County of Upshur hereby binds itself to warrant and forever defend the title to that certain tract or parcel of land, heretofore referred to in the premise, unto the State of Texas, and its assigns against every person or persons whomsoever claiming or to claim the same or any part thereof, and will indemnify and hold harmless the State of Texas and its agent, the Texas Highway Department, from any and all claims, cause of actions or demand asserted by any and all persons claiming any interest, or title to the aforesaid and referred to tract or parcel of land; hereby binding Upshur County to defend against any suit file or action of any kind that may be instituted or brought against the State of Texas and/or the Texas Highway Department and binds itself to pay any or all judgments rendered and court cost that may arise in connection therewith.

THAT the said motion was passed as evidence by the Commissioners' signature hereinafter, and that the County Judge is hereby instructed to furnish a certified copy of this Resolution to the Texas Highway Department as evidence of said indemnification guaranty.

PASSED this 14 day of August, A.D. 1967.

COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS

L. G. McKinley
County Judge L. G. McKinley

Jim Shorens
Commissioner - Precinct #1

Bryant Palmer
Commissioner - Precinct #2

W. L. Longford
Commissioner - Precinct #3

A. D. Hackler
Commissioner - Precinct #4

ATTEST:

O. H. Loyd
County Clerk of Upshur County, Texas

THE STATE OF TEXAS
COUNTY OF Upshur

I O. H. Loyd of the County Court of Upshur County, Texas, do hereby certify that the foregoing is a true and correct copy of the Commissioners' Court of Upshur County, Texas, To Indemnify The State of Texas against any and all claims, suits or actions brought challenging The State of Texas' Title to that certain Tract or parcel of land located and situated in Upshur County, Texas, Dated Aug. 14, 1967 and Recorded in Volume 14, Page 1, Commissioners' Court Minutes of Upshur County, Texas, Now on file in my office.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24 day of Aug, A.D. 1967.

O. H. Loyd
County Clerk, Upshur County, Texas
Jim Shorens

EXHIBIT "A"

| | |
|----------------------|--|
| County | Upshur |
| Highway | U. S. 271 |
| Project Limits From: | North of Little Cypress Creek, North of Gilmer, North Through Bettie |
| Account No. | RW 248-4-22 |

Field Notes for Parcel 22A

Name: Ovie L. Stracener and Mondee Stracener

2.404 acres of land, more or less, same being out of and a part of that certain 67 acre tract of land and 3 acre tract of land out of the William King Survey, Abstract No. 265, in Upshur County, Texas, which 67 acre tract and 3 acre tract were conveyed to Mondee Stracener by deed dated May 4, 1962, of record in Volume 271, Page 168, Deed Records of Upshur County, Texas, which 2.404 acres of land, more or less, is more particularly described by metes and bounds as follows:

BEGINNING at a point in the South Boundary Line of the above described 67 acre tract, said point being approximately 2184 feet N. 89° 32' E. from the Southwest corner of the above described 67 acre tract and also being at right angle to and 70 feet from center line Station 988+71.26 of relocated U. S. Highway 271;

THENCE: N. 7° 24' W., parallel to and 70 feet from the centerline of relocated U. S. Highway 271, a distance of 128.74 feet, to a point at right angle to and 70 feet from centerline station 990+00 of relocated U. S. Highway 271;

THENCE: N. 8° 27' W., a distance of 820.94 feet, to a point at right angle to and 85 feet from centerline Station 998+20.8 of relocated U. S. Highway 271;

THENCE: N. 5° 58' W., a distance of 588.49 feet, to a point at right angle to and 100 feet from centerline Station 1004+00 of relocated U. S. Highway 271;

THENCE: N. 1° 51' E., a distance of 310.14 feet, to a point in the North Boundary Line of the above described 3 acre tract, said point being in the center of a creek and also being at right angle to and 87.28 feet from centerline Station 1007+07.45 of relocated U. S. Highway 271;

THENCE: N. 53° 24' E., a distance of 55.09 feet and S. 79° 54' E., a distance of 35.18 feet, to a point in the apparent East Boundary Line of the above described 3 acre tract, said point being at right angle to and 8.34 feet from centerline Station 1007+33.94 of relocated U. S. Highway 271;

THENCE: S. 0° 40' W., following the apparent East Boundary Line of the above described 3 acre tract, a distance of 777.22 feet, to the apparent Southeast Corner of the above described 3 acre tract, said corner being at right angle to and 49.57 feet from centerline Station 999+60.83 of relocated U. S. Highway 271;

THENCE: S 89° 20' E., following the North Boundary Line of the above described 67 acre tract of land, a distance of 22.57 feet, to a point in the existing West Right of Way Line of U. S. Highway 271, said point being at right angle to and 27.25 feet from centerline Station 999+58.23 of relocated U. S. Highway 271;

THENCE: Southeasterly along and with the existing West Right of Way Line of U. S. Highway 271, a distance of 157.07 feet, said right of way line being on a curve to the left with a radius of 2894.93 feet and a chord of S. 5° 44' E., 157.14 feet and a central angle of 7° 07', to a point at right angle to and 30.08 feet from centerline Station 998+01.86 of relocated U. S. Highway 271;

THENCE: S 7° 17' E., following the existing West Right of Way Line of U. S. Highway 271, a distance of 802.94 feet, to a point at right angle to and 31.55 feet from centerline Station 989+98.92 of relocated U. S. Highway 271;

THENCE: S 7° 31' E., following the existing West Right of Way Line of U. S. Highway 271, a distance of 132.39 feet, to a point in the South Boundary Line of the above described 67 acre tract, said point being at right angle to and 31.08 feet from centerline Station 988+66.53 of relocated U. S. Highway 271;

THENCE: S 89° 32' W., following the South Boundary Line of the above described 67 acre tract, a distance of 39.21 feet, to the place of beginning, containing 2.404 acres of land, more or less.

TREASURER'S QUARTERLY REPORT

BY C. H. Pitman, COUNTY TREASURER
 FROM April 1, 1967 TO June 30, 1967 INCLUSIVE

| | Balance Last Report | Amt. Rec Since Last Report | Disbursements | Transfers In | Transfers Out | BALANCE | |
|------------------------------|------------------------|----------------------------|---------------|--------------|---------------|------------|----|
| 1 General | 93,549.00 ^A | 8,424.68 | 37,853.66 | ✓ | 14,000.00 | 50,120.02 | 1 |
| 2 Salary | 2,686.65 | 22,319.41 | 37,259.21 | 14,000.00 | 6 ✓ | 1,746.85 | 2 |
| 3 R&B | 24,553.84 | 6,178.77 | 8,397.55 | | 3,500.00 | 18,835.06 | 3 |
| 4 R&B 1 | 4,703.55 | 33,132.46 | 15,008.79 | | | 22,827.22 | 4 |
| 5 R&B 2 | 2,713.84 | 32,699.57 | 15,268.73 | | | 20,144.68 | 5 |
| 6 R&B 3 | - 292.33 | 32,721.81 | 14,614.47 | 3,500.00 | | 21,315.01 | 6 |
| 7 R&B 4 | 4,766.04 | 32,747.58 | 17,037.77 | | | 20,475.85 | 7 |
| 8 Perm Imp | 289.99 | | | | | 289.99 | 8 |
| 9 Perm School | 1,064.64 | 24,709.11 | | | | 25,773.75 | 9 |
| 10 Social Sec. | 155.57 | 21,473.31 | 5,350.39 | | | 16,278.49 | 10 |
| 11 Jury | 5,273.41 | 261.32 | 2,635.36 | | | 2,899.37 | 11 |
| 12 R&B 3A Int & Skg | 21,112.73 | 83.79 | | | | 21,196.52 | 12 |
| 13 R&B 1B Avail | | | | | | | 13 |
| 14 Road Dist 1-C Avail | 588.51 | 12.52 | | | | 601.03 | 14 |
| 15 Road Dist. 1-C Int & Skg. | | | | | | | 15 |
| 16 Upshur Law Library | 346.63 | 556.00 | 502.38 | | | 400.25 | 16 |
| 17 R.O.W. | 7,176.91 | 211.97 | | | | 7,388.88 | 17 |
| 18 Immunization | 4,328.66 | 2,500.00 | 2,708.78 | | | 4,119.88 | 18 |
| 19 Project | | | | | | | 19 |
| 20. | 173,017.64 | 218,032.30 | 156,637.09 | 17,500.00 | 17,500.00 | 234,412.85 | 20 |

Commissioner's Min. 14

LIST OF BONDS AND OTHER SECURITIES ON HAND) Corp
 PERMANENT SCHOOL FUND

| | |
|--------------------------------------|-----------|
| 18 Ore City ISD Bonds | 18,000.00 |
| 6 Huntington ISD Bonds | 6,000.00 |
| 9 Newton ISD Bonds | 9,000.00 |
| 8 Angelina Hosp. Bonds | 8,000.00 |
| 9 City of Killeen Gen. Rev. Bonds | 9,000.00 |
| 8 Livingston ISD Bonds | 8,000.00 |
| 7 West Sabine ISD Bonds | 7,000.00 |
| 5 City of Gilmer Water & Sewer Bonds | 5,000.00 |

| | |
|--------------------------------------|-------------------|
| 10 Liberty Eylau ISD Bonds | 10,000.00 |
| 8 Bowie Co. CSD #42 Sch. Bldg. Bonds | 8,000.00 |
| 6 Rd. Dist. A Upshur Co. Bonds | 6,000.00 |
| 15 Central Heights ISD Bonds | 15,000.00 |
| 8 Diboll ISD Bldg. Bonds | 8,000.00 |
| 5 Leander ISD Bldg. Bonds | 5,000.00 |
| Time Certificates | 36,300.00 |
| TOTAL ALL BONDS | 158,300.00 |

FORD

Commissioner's Min. 14

UPSHUR COUNTY
TREASURER'S
QUARTERLY REPORT

Covering Period

From April 1, 1967

To June 30 Inclusive

Date Filed

By

C. Pittman
County Treasurer, Upshur County

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME, the undersigned authority, on this day personally appeared

C. Pittman

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. Pittman

County Treasurer

SWORN TO AND SUBSCRIBED before me, this 16 day of August, 1967

O. W. Loyd

Clerk
County Court, Upshur County, Texas

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

personally appeared L. G. McKinley County Judge, Jim Shockey

Commissioner, Precinct No 1, Raymond Nelson Commissioner, Precinct No 2,

Milton Langford Commissioner, Precinct No 3- and Arden Backler

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. McKinley
County Judge

Jim Shockey
Commissioner, Precinct No 1

Raymond Nelson
Commissioner, Precinct No. 2

M. L. Langford
Commissioner, Precinct No. 3

Arden Backler
Commissioner, Precinct No. 4

SUBSCRIBED AND SWORN TO Before me, this 16 day of August

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

ORDER DECLARING RESULT OF SPECIAL ELECTION

THE STATE OF TEXAS

COUNTY OF Upshur

On this the 31 day of August, 1967, the Commissioners' Court of Upshur County, Texas, convened in Special session at the regular meeting place in the Courthouse in Belmer, Texas, with the following members present, to-wit:

- L. B. McTearney, County Judge,
- _____, Commissioner Precinct No 1,
- Bryant Holmes, Commissioner Precinct No 2,
- M. L. Langford, Commissioner Precinct No 3,
- A. D. Hackler, Commissioner Precinct No 4,
- _____, County Clerk,

and the following absent Jim Shacky constituting a quorum, and among other proceedings passed the following order:

There came on to be considered the returns of an election held on the 26 day of Aug, 1967, in Upshur County, Texas, upon the proposition as set forth in the Order of Special Election calling said election and it appearing that said election was in all respects legally held and that said returns were duly and legally made, and that there were cast at said election 402 valid and legal votes, of which number there were cast

| | |
|---|------------------|
| "FOR" <u>Abolition of Union, Bell Ind. School Dist</u> | <u>134</u> votes |
| "AGAINST" <u>Abolition of Union, Bell Union, Bell Ind. Sch Dist</u> | <u>268</u> votes |

IT IS THEREFORE FOUND, DECLARED AND SO ORDERED by the Commissioners' Court of Upshur County, Texas, that a two-thirds (1) majority of the legally qualified property taxpaying (2) voters who owned taxable property in said County and who had duly rendered the same for taxation, (2) voting at said election, voted _____ (3) the proposition and that therefore said proposition as set out in the Order of Special Election adopted by this court is declared to have been passed (4)

The above order being read, it was moved and seconded that same do pass Thereupon, the question being called for, the following members of the Court voted AYE. _____

and the following voted NO _____

PASSED, APPROVED AND ADOPTED this the 31 day of Aug 1967

L. B. McTearney
County Judge

| | |
|---|--|
| <u>Bryant Holmes</u> Commissioner Precinct No 1 | <u>Bryant Holmes</u> Commissioner Precinct No 2 |
| <u>M. L. Langford</u> Commissioner Precinct No 3 | <u>A. D. Hackler</u> Commissioner Precinct No 4 |

1. Strike the word "two-thirds" if only a simple majority is required.
 2. If the only requirement for voting was that the voter be a qualified voter strike out the words — "property taxpaying" — "who owned taxable property" — "and who had duly rendered the same for taxation."
 3. If election carried place in this blank the words "in favor of" if election failed to carry, strike the word "voted" preceding this blank and place in the blank the words "failed to vote for."
 4. If election failed to carry, strike out the words "been passed" and insert word "failed."

The Rally List showed 280 but the
Rally List showed 402 voted.

FILED
1967 AUG 31 AM 10.03
D. W. JOYD
CLERK, OPELUSHUS COUNTY, LA.

Pauper's Affidavit

STATE OF TEXAS
County of Upshur

Before me, the undersigned authority, on this day personally appeared
Hazel Thelma Allen

who after being by me duly sworn, deposes and says:
My name is Hazel Thelma Allen

I reside at Route 2 Box 88 Big Sandy, Texas

I have lived in Upshur County 55 years

I own the following described real estate
none

I own the following described personal property
house but no land

I am employed by not employed

I have the following amount of cash at this time \$ --

I am a parent of the following named children.

| | | |
|--------------------|-----|-----------|
| <u>Louis Allen</u> | age | <u>36</u> |
| <u>Carl "</u> | age | <u>32</u> |
| <u>Troy "</u> | age | <u>28</u> |
| <u>Clarence "</u> | age | <u>27</u> |

My children own the following described real property and personal property
some ~~stocks~~ money from husbands retirement

I hereby swear that I have no other sources of income or means of support than are named herein, if so, they are
None

Signed Hazel Allen

Subscribed and sworn to before me, a Notary Public in and for Upshur County, Texas, this the
23 day of August, A. D. 1967

[Signature] County Clerk
Notary Public, Upshur County, Texas
By [Signature] Deputy

WITNESSES STATEMENT

We, the following named citizens of _____ community of Upshur County, Texas, hereby state that the answers to the foregoing questions are correctly stated, to the best of our knowledge and belief, and that this applicant is in need of assistance.

[Signatures of Witnesses]

THE STATE OF TEXAS

COUNTY OF UPSHUR

BE IT REMEMBERED, that on the 6th day of
JULY A. D., 1967, the Board of
 Equalization of UPSHUR County,
 Texas, convened in final hearing for the purpose of reviewing
 all renditions made to said UPSHUR County,
 for the year 1967, and to hear evidence pertaining to the
 value of properties of any of the hereinafter named persons,
 companies, or corporations, and after final hearing, it is
 hereby ordered by the Board of Equalization that the Tax
 Assessor of said UPSHUR County
 is hereby ordered and directed to raise and/or lower the value
 of the renditions of the following named persons, companies,
 or corporations, as follows:

| <u>NAME</u> | <u>AMOUNT</u> |
|---|---------------|
| Abshier Estate, Mrs. Minnie E. | \$ 130. |
| Adams, Fred J. | 2,610. |
| Amerada Petroleum Corporation | 40. |
| American Petrofina Company of Texas (formerly Properties of Graridge Corporation) | 470. |
| APCO Oil Corporation | 1,920. |
| Appling, F. E. | 10. |
| Arcadia Refining Company | 60. |
| Arkansas Louisiana Gas Company | 331,840. |
| Atlantic Richfield Company | 608,880. |
| Bancroft, Geo. B. | 53,330. |
| Bank, Citizens First National of Tyler, Rushia Allen Trust, Account 176 | 580. |
| Bank, Citizens First National of Tyler, Trustee UWO L. A. Grelling & Mae Kyle Grelling, Deceased | 2,020. |
| Bank, Citizens First National of Tyler, Trustee U/W/O E. H. & Julia Irma Samuel, Account 100 | 420. |
| Bank, First National in Dallas, Trust 261-05183 Marc Anthony Trust and Trust 261-05271 Allene Spake Anthony Trust | 270. |
| Bank, First National in Dallas, Trust 021-01851 I. L. Bradford, Sr. Trust | 660. |
| Bank, First National in Dallas, Trust 181-03900 Lena E. Callier Trust | 20. |
| Bank, First National in Dallas, Trust 263-04753 Elaine D. Hanrahan Agency | 30. |
| Bank, First National in Dallas, Trust 261-04036 Estate of William G. Hanrahan | 30. |
| Bank, First National in Dallas, Trust 133-03359 Amy Longcope Hopkins Agency | 10. |
| Bank, First National in Dallas, Trust 133-03308 Estate of Edwin B. Hopkins, Agent | 20. |
| Bank, First National in Dallas, Trust 222-06004 Estate of J. H. Reynolds, Decd. | 110. |
| Bank, First National in Dallas, Trust 263-04259 R. H. Stewart, Jr., et al Agency | 360. |
| Bank, First National in Dallas, Trust 181-04414 Norvell C. Walter Trust | 10. |

PAGE 2
FINAL ORDER - UPSHUR COUNTY - 1967

| | |
|--|---------|
| Bank, The First National of Fort Worth, Trustee u/w of David B. Trammell, Decd. Trust #12-818 | 100. |
| Bank, The First National of Fort Worth, Trustee for David T. Edwards Trust #12-1202 | 20. |
| Bank, The Fort Worth National, Independent Executor, Margie Edwards Estate, Trust Account #1891 | 46,480. |
| Bank, Fort Worth National, Trustee for Roy D. Golston, Jr., et al | 600. |
| Bank & Trust Company, The Liberty National of Oklahoma City, Account 453, Marie B. Quinn | 50. |
| Bank & Trust Company, The Liberty National of Oklahoma City, Account 621, First Presbyterian Church of Oklahoma City | 110. |
| Bank, Republic National of Dallas, Trustee for Merchants National Bank & Trust Company, Dorothy B. Matter Custody #3624-01 | 620. |
| Bank, Republic National of Dallas, Trustee for Hope Cottage Agency, Account No. 2422-0 | 40. |
| Bank, Republic National of Dallas, Trustee for J. K. Hughes Trust No. 2207-0 | 10. |
| Bank, Republic National of Dallas, Trustee for Trust Nos. 1300-1 & 2 | 350. |
| Bank & Trust Company, Tyler, Trust 8 Lometa Anne Hudnall | 20. |
| Bank & Trust Company, Tyler, Trust 9 Ogden Hudnall | 600. |
| Barnett, Miss Marguerite | 80. |
| Barnickel & Company, Wm. S. | 1,940. |
| Bass, Harry W. | 60. |
| Bracken Operating Company | 890. |
| Bracken Production Company | 3,890. |
| Bradley Producing Corporation, The | 10. |
| Bradley, Johnnie V. | 5,100. |
| Bullard, Daniel R., Wilfred T. Doherty, Representatives | 490. |
| Burk Royalty Company | 7,030. |
| Burk Royalty Company | 2,700. |
| Burke, J. Afton | 4,690. |
| Burke, J. Harry | 340. |
| Buttram Texhoma Company | 23,930. |
| Campbell Oil Prop., J. D. | 100. |
| Cargill, Robert | 3,470. |
| Cargill, Robert | 25,630. |
| Champlin Petroleum Company | 20. |
| Cleroy Inc. | 90. |
| Connor, William A. | 418. |
| Continental Oil Company | 2,390. |
| Cummins, Elizabeth F. | 10. |
| Daube Testamentary Trust "A", Leon | 13,930. |
| Daube Testamentary Trust "B", Leon | 13,930. |
| Day, Shirley | 1,360. |
| Delta Drilling Company | 40. |
| Dorfman, Louis | 40. |
| Dorfman, Sam Y., Jr. | 30. |
| Dorfman, Sam Y., Jr. | 40. |
| East Texas Salt Water Disposal Company | 23,830. |
| Edson Petroleum Company | 20. |
| Elias, Virginia N. | 1,150. |
| Falvey, Frances E. | 290. |
| Falvey, J. W., Jr. | 290. |

PAGE 3
FINAL ORDER - UPSHUR COUNTY - 1967

| | |
|--|------------|
| Feagin, Barney | 88,150. |
| Fell, Georgie S. | 10. |
| Foster, Claire Smith | 650. |
| Genecov, A. S. and Bennie Roosth, et al | 200. |
| General American Oil Co. of Texas | 520,100. |
| General Crude Oil Company | 150. |
| Gladewater Refining Company | 4,860. |
| Glengarry Oil Company | 50. |
| Goldston, Iris, et al | 970. |
| Golston, Roy D. | 600. |
| Graf, Josephine Herbert | 1,350. |
| Gray Wolfe Company, The | 1,620. |
| Gulf Oil Corporation | 6,380. |
| Gulf Oil Corporation & Humble Oil & Refining Co. | 310. |
| Hager, Dilworth S. | 390. |
| Halliburton Oil Producing Company | 168,880. |
| Harris, Lillian Faye | 10. |
| Harrison, Margaret N. | 1,150. |
| Herbert, Josephine Weaver, Park Weaver & Ft. Worth National Bank, Trustees of Estate of John W. Herbert | 1,060. |
| Heyser & Heard | 11,660. |
| Hill, Geo. P. & Estate of Houston Hill | 30. |
| Home-Stake Oil & Gas Company, The | 10. |
| Home-Stake Royalty Corporation, The | 2,890. |
| Houston Royalty Company | 870. |
| Humble Oil & Refining Company | 2,031,820. |
| Humphrey, J. A. | 20. |
| Investors Royalty Company, Inc. | 710. |
| Jarett, Stella, Trustee for Terry Gayle Muntz | 200. |
| Jones-O'Brien, Inc. | 2,440. |
| Kahn, Edmund J. | 1,310. |
| Killingsworth, S. H. | 1,220. |
| Kirby Petroleum Company | 1,130. |
| Lacy, Inc., R. | 61,830. |
| Lanroy Inc. | 90. |
| Lasca, Inc. | 20. |
| Lawson Petroleum Company | 4,740. |
| Livingston Oil Company | 10. |
| Lone Star Producing Company | 1,050. |
| Luling Oil & Gas Company, Inc. | 830. |
| Lyles, Estate of George | 2,610. |
| Lyons Petroleum | 635,990. |
| Mabee Petroleum Corporation | 3,080. |
| Malone, Frances F. | 10. |
| Marathon Oil Company | 5,830. |
| Marechal, Jane Gregory and Jane Gregory Marechal & George S. Heyer, Jr., Trustees U/W of George S. Heyer, Dec'd. | 1,180. |
| Meeks, Jack H. | 630. |
| Midhurst Oil Corporation | 650. |
| Midwest Oil Corporation | 20,810. |
| Mobil Oil Corporation | 825,620. |
| Moncrief, R. B. | 340. |
| Moncrief, W. A., Jr. | 330. |
| Mooers, Clifford | 14,100. |
| Mosbacher Interests | 1,900. |
| Mosbacher, Emil | 50. |
| Mosbacher, Gertrude (Mosbacher Associates) | 5,700. |
| Mudd, Harvey G. & St. Louis Union Trust Co. | 80. |

PAGE 4
FINAL ORDER - UPSHUR COUNTY - 1967

| | |
|---|----------|
| McBride, Inc., W. C. | 7,440. |
| McBride, Inc., W. C. | 10. |
| McFarland, Mrs. J. M. | 2,430. |
| McGroy Inc. | 90. |
| McKnight, Paul H. and Louis Rosen | 35. |
| McKnight, Paul H. and Louis Rosen | 60. |
| Nemours Corporation | 190. |
| Neustadt, D. W. | 20. |
| Neustadt, D. W. | 8,280. |
| Nichols, Jno. W., Trustee | 10. |
| North Central Oil Corporation | 1,230. |
| O'Brien, P. F. | 80. |
| O'Brien, P. F. | 1,190. |
| Ogden, Estate of Ethel J. | 10. |
| Pan American Petroleum Corporation | 7,850. |
| Petroleum Corporation of Texas | 830. |
| Phillips Petroleum Company | 1,060. |
| Phillips, A. O. (Separate Account) | 750. |
| Phillips, Estate of B. F. | 10,470. |
| Phillips, B. F., Jr. (Special Account) | 750. |
| Phillips, B. F., Jr. | 1,150. |
| Phillips, Loyce | 4,010. |
| Pittsburg Petroleum Company | 50. |
| Porter, H. J. | 2,230. |
| Quinlan, Robert C. | 410. |
| Rancho Oil Company | 444,910. |
| Reynolds, John J. | 200. |
| Robinson, Heath M. | 3,590. |
| Robroy Indst. | 150,000. |
| Rowan, A. H. and Merle M. Rowan, Individually and as Independent Executrix of the Estate of C. L. Rowan | 40. |
| Rudman, M. B., et al | 30. |
| Sabine Royalty Corporation | 6,020. |
| Sands, Caroline Hunt | 340. |
| San Juan Oil Company, Agent | 5,390. |
| Secure Trusts | 450. |
| Sells Petroleum, Inc. | 880. |
| Shell Canadian Exploration Company | 2,820. |
| Shell Oil Company | 146,840. |
| Shepherd, Elaine N., et al | 490. |
| Showers, The Nancy Trust No. 1-A | 340. |
| Showers Trust No. 2-A, The Nancy | 340. |
| Sinclair Oil & Gas Company | 131,770. |
| Skelly Oil Company | 10,150. |
| Smith, Mrs. Verne M. | 2,880. |
| Smith, Verne Monday, Indep. Exect. of the estate of W. Bruner Smith | 2,880. |
| Sohio Petroleum Company | 90. |
| Southland Royalty Company | 131,030. |
| Standard Oil Company of Texas | 312,010. |
| Starnes, C. R., et al | 9,710. |
| Stieren, Jack | 80. |
| Stovall, Guy F. | 50. |
| Sun Oil Company | 247,140. |
| Sun Oil Company | 140. |
| Sunray DX Oil Company | 3,650. |
| Superior Oil Company, The | 410. |
| Sutton, Carol Daube | 23,650. |
| Tenneco Oil Company | 290. |
| Texas Pacific Oil Company | 2,120. |
| Texaco Inc. | 32,350. |

PAGE 5
FINAL ORDER - UPSHUR COUNTY - 1967

| | |
|--|------------------------------|
| Tidewater Oil Company | 99,920. |
| Venus Oil Company | 398,170. |
| Victory, Rose D. | 1,470. |
| Washington, Mrs. Blanche | 4,860. |
| Washington, Martha J. | 10. |
| Washington, W. B., III | 30. |
| Weisner, Raymond A. | 690. |
| Weisner, Raymond A. for Mary R. Baynum Est. | 20. |
| Weisner, Raymond A. for H. G. Cowden Est. | 20. |
| Weisner, Raymond A. for Ernest Karl Fraser | 20. |
| Weisner, Raymond A. for Nicholas G. Kakoulis | 30. |
| Weisner, Raymond A. for Dan R. Lamson | 20. |
| Weisner, Raymond A. for J. A. Patterson | 30. |
| Weisner, Raymond A. for John C. Wilson | 30. |
| Welch Foundation, The Robert A. | 2,730. |
| Westheimer-Neustadt Corporation | 23,540. |
| Winston, Ella Rice, et al | 3,590. |
| Wise, W. A., Trustee | 700. |
| Wise, Watson W. | 230. |
| Young, Frances Fry | 1,730. |
| Zeppa, J. | 10. |
| | |
| American Liberty Pipe Line Company | 8,160. |
| American Telephone and Telegraph Company | 33,310. |
| Atlantic Pipe Line Company | 1,000. |
| Cities Service Pipe Line Company | 4,750. |
| Continental Oil Company | 2,700. |
| Dowell Division of the Dow Chemical Company | 2,480. |
| E TEX Telephone Coop. | 24,300. |
| General American Pipe Line Company | 17,110. |
| Gulf Oil Corporation (Domestic Marketing) | 86,030. |
| Gulf Refining Company | 88,100. |
| Humble Pipe Line Company | 140,230. |
| International Paper Company | 4,060. |
| McMurrey Pipe Line Company | 1,920. |
| Mobil Pipe Line Company | 4,780. |
| Monsanto Company | 800. |
| Northeast Texas Telephone Company of Wood County | 26,750. |
| Scurlock Oil Company | 6,830. |
| Service Pipe Line Company | 27,460. |
| Shell Pipe Line Corporation | 9,860. |
| Sinclair Pipe Line Company | 4,280. |
| Southwestern Bell Telephone Company | 116,740. |
| Southwestern Electric Power Company | 174,010. |
| Southwestern States Telephone Company | 110,600. |
| Spring Hill Water Company | 10,110. |
| Sun Pipe Line Company | 6,330. |
| Texas Pipe Line Company, The, and Tidal Pipe Line Company | 40,260. |
| United Gas Corporation | 19,900. |
| United Gas Pipe Line Company | 73,760. |
| Upshur-Rural Electric Cooperative Corp. | 96,970. |
| Warren Petroleum Corporation | 46,800. |
| West Texas Gulf Pipe Line Company | 65,630. |
| Western Union Telegraph Company, The | 6,980. |
| Wood County Electric Cooperative, Inc. | 160. |
| TOTAL RENDERED | <u>\$ 9,154,463.</u> |
| | |
| TOTAL UNRENDERED | <u>1,445,640.</u> |
| | |
| GRAND TOTAL | <u><u>\$ 10,600,103.</u></u> |

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 1968 and 1969, 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, 1968, and January 1, 1969, 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 & No/100 (\$6,000⁰⁰) Dollars, per year, for the years 1968 and 1969.

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, 1968, and January 1, 1969, 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 1968 and 1969, 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 1968 and 1969, 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 & 00/100 (\$ 6,000⁰⁰) Dollars, per year, to be paid out of the General Fund of Upshur County, Texas, for the years 1968 and 1969.

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 1968 and 1969.

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 11th day of Sept A.D., 1967.

COUNTY OF UPSHUR
Party of the First Part.

By L. B. McInley
County Judge

Jim Shavers
Commissioner, Precinct #1
M. L. Longford
Commissioner, Precinct #3

Byrdut Holmes
Commissioner, Precinct #2
A. D. Hackler
Commissioner, Precinct #4

ATTEST

O. W. Loyd, by Andrew Gilbert, deputy
County Clerk, Upshur County Texas.



PRITCHARD & ABBOTT
Parties of the Second Part

By Sam Reeves

ORDER GIVING NOTICE OF INTENTION TO ISSUE
WARRANTS FOR RIGHTS OF WAY

THE STATE OF TEXAS X

COUNTY OF UPSHUR X

ON THIS, the 11 day of September, 1967, the Commissioners' Court of Upshur County, Texas, convened in regular session, being open to the public, at the regular meeting place thereof in the Courthouse at Gilmer, Texas, the following members of the Court, to-wit:

| | |
|-----------------|------------------------------|
| L. G. MCKINLEY | County Judge, Presiding; and |
| JIM SHOCKEY | Commissioner, Precinct No. 1 |
| BRYANT HOLMES | Commissioner, Precinct No. 2 |
| MILTON LANGFORD | Commissioner, Precinct No. 3 |
| A. D. HACKLER | Commissioner, Precinct No. 4 |

being present and in attendance, and among other proceedings had by said Court was the following:

The County Judge introduced the following order:

WHEREAS, the Commissioners' Court of Upshur County, Texas, has ascertained and determined that it is necessary for the County to acquire and purchase lands necessary for rights of way in respect of U.S. Highways, Texas State Highways, Farm-to-Market and Lateral Roads in said County, and to incur all expenses incidental thereto; and

WHEREAS, the time warrants proposed to be issued for the purpose aforesaid are not to exceed the aggregate sum of SEVENTY-SEVEN THOUSAND DOLLARS (\$77,000); therefore,

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

SECTION 1: That it is the intention of the Commissioners' Court of Upshur County, Texas, to pass an order on the 9th day of October, 1967, being the Regular October Term of the Commissioners' Court, and which date is not less than fourteen (14) days from the date of this order, authorizing the incurrence of claims and accounts against the Road and Bridge Fund of the County for the purpose of acquiring and purchasing lands necessary for the rights of way in respect of U.S. Highways, Texas State Highways, Farm-to-Market and Lateral Roads in said County, and to defray all expenses incidental thereto, and which said proposed indebtedness will not exceed the principal sum of SEVENTY-SEVEN THOUSAND DOLLARS (\$77,000).

SECTION 2: By the same order this Court will authorize the issuance of time warrants bearing interest at a rate not exceeding

FIVE PER CENTUM (5%) per annum, for the purpose of paying and cancelling the indebtedness evidenced by such claims and accounts against the Road and Bridge Fund of the County, and which said time warrants will mature serially over a period of years, the maximum maturity date to be not later than the 31st day of December, 1982; and the said Court will levy a continuing direct annual ad valorem tax out of the Road and Bridge Fund Tax, authorized by Section 9, Article 8, of the Constitution, for the purpose of paying the principal of and interest on the indebtedness hereby proposed to be created, and which said indebtedness will be in due course represented by such time warrants when and as the same are issued and delivered.

SECTION 3: That the County Judge is hereby authorized to execute notice of intention to issue the proposed warrants, and which said notice of intention shall be in words and figures as follows, to-wit:

NOTICE OF INTENTION TO ISSUE WARRANTS FOR
RIGHTS OF WAY

TO THE RESIDENT PROPERTY TAXPAYING VOTERS OF UPSHUR COUNTY, TEXAS:

TAKE NOTICE that on the 9th day of October, 1967, being the Regular October Term of the Commissioners' Court, the Commissioners' Court of Upshur County, Texas, will pass an order authorizing the incurrence of claims and accounts against the Road and Bridge Fund of the County for the purpose of acquiring and purchasing lands necessary for rights of way in respect of U.S. Highways, Texas State Highways, Farm-to-Market and Lateral Roads in said County, and to defray all expenses incidental thereto, and which said proposed indebtedness will not exceed the principal sum of SEVENTY-SEVEN THOUSAND DOLLARS (\$77,000).

FURTHER TAKE NOTICE that by the same order the said Commissioners' Court will authorize the issuance of time warrants, bearing interest at a rate not exceeding FIVE PER CENTUM (5%) per annum, for the purpose of paying and cancelling the indebtedness evidenced by such claims and accounts against the Road and Bridge Fund of the County, and which said time warrants will mature serially over a period of years, the maximum maturity date to be not later than the 31st day of December, 1982; and the said Court will levy a continuing direct annual ad valorem tax out of the Road and Bridge Fund Tax authorized by Section 9, Article 8, of the Constitution, for the purpose of paying the principal of and interest on the indebtedness hereby proposed to be created, and which said indebtedness will be in due course represented by such time warrants when and as the same are issued and delivered.

THIS NOTICE is issued pursuant to that certain order passed by the Commissioners' Court of Upshur County, Texas, on the 11 day of September, 1967, which order is recorded in the Minutes of said Court, and such order is hereby adopted by reference and shall be considered as much a part of this Notice as if incorporated herein in full detail.

WITNESS MY OFFICIAL SIGNATURE this the 11 day of September, 1967.



County Judge, Upshur County, Texas

SECTION 4: That said notice shall be published in a newspaper of general circulation in said County, published in said County, once a week for two consecutive weeks prior to the 9th day of October, 1967, which is the date hereby fixed for passing the proposed order authorizing the issuance of the proposed warrants, the date of the first publication to be at least fourteen (14) full days prior to said date.

The above order having been read in full, it was moved by Commissioner Halmer and seconded by Commissioner Hackler that the same be passed and adopted. Thereupon, the question being called for, the County Judge put the motion to a vote of the members of the Commissioners' Court, and the motion carried by the following vote: Commissioners Shockey, Holmes, Langford and Hackler voting "AYE"; and none voting "NO".

WITNESS THE SIGNATURES OF THE MEMBERS OF THE COMMISSIONERS' COURT OF UPSHUR COUNTY, TEXAS, this the 11 day of September, 1967.

L. H. McKeally
County Judge, Upshur County, Texas

Commissioner, Precinct No. 1

Dwight Shockey
Commissioner, Precinct No. 2

M. L. Langford
Commissioner, Precinct No. 3

A. D. Hackler
Commissioner, Precinct No. 4

