



## UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

February 12, 1968

Commissioners Court met in regular session with all members present. Motion made by M. L. Langford second by A. D. Hackler to allow General Telephone Co. to lay Telephone Cable on Right of Way of County Road designated Odd Big Sandy Highway. This request granted under following conditions. General Telephone Co. will leave Right of Way in condition as good as before laying cable and any widening of Right of Way at later date and moving of cable will be at expense of General Telephone Co.

Motion Carried.

\_\_\_\_\_  
 Jim Shoray  
 \_\_\_\_\_  
 Buford Adams  
 \_\_\_\_\_  
 M. L. Langford  
 \_\_\_\_\_  
 A. D. Hackler

PHONE LY 3-0201

PHONE LY 3-3836

**HOLMAN-BENNETT-PHILLIPS**  
EQUIPMENT COMPANY, INC.  
LOOP 323 WEST                      BOX 3295  
TYLER, TEXAS

February 12, 1968

The Honorable County Judge & Commissioners Court  
Upshur County  
Gilmer, Texas

Gentlemen:

We are pleased to submit our bid on your machinery requirements as follows:

1 - New Case Crawler tractor Model 750 with:

70 H. P. diesel engine at 1900 RPM

276 inch displacement

Power shift transmission with four (4) speeds forward & four (4) speeds reverse

Torque converter

Hydraulic track adjusters

Permanently lubricated system

Rollers and idlers

Weight: 19,000 pounds

1 1/4 cubic yard bucket with digging teeth

Complete and ready to operate - fob Upshur County

Less trade in of one used Oliver 6C96  
Crawler loader

Total Net Difference . . . . . \$11,000.00

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Upshur County

-2-

2/12/68

Case equipment carries a 12-month warranty with no hour limit.

We appreciate this chance to bid on your machinery needs.

Yours very truly,

HOLMAN-BENNETT-PHILLIPS EQUIPMENT CO. INC.

*W.W. Phillips*

W. W. Phillips  
Vice President

lc

ACCEPTED:

<u>Jim Shorrus</u>	<u>M. L. Langford</u>
<u>Burton Hines</u>	<u>A. D. Hinkle</u>

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**UPSHUR COUNTY COMMISSIONERS COURT**

**GILMER, TEXAS**  
February 12, 1968

Motion made by Jim Shockey second by M. L. Langford that bid of Holman, Bennett, Phillips be accepted for one Crawler Type Front End Loader. Price of \$11000.00 accepted. Loader to be purchased on Lease purchase agreement.  
Motion carried.

\_\_\_\_\_  
*Jim Shockey*  
 \_\_\_\_\_  
*Bennett Phillips*  
 \_\_\_\_\_  
*M. L. Langford*  
 \_\_\_\_\_  
*A. D. Haskler*

**UPSHUR COUNTY COMMISSIONERS COURT**

GILMER, TEXAS

February 12, 1968

Commissioners Court met in regular session with all members present. Motion by Jim Shockey, second by Bryant Holmes that discount on taxes paid in October, November and December be discontinued. Effective this date. All taxes will be due and payable at Upshur County Tax Assessor-Collector office in full with no discount allowed.

Motion carried.

Jim Shockey

Bryant Holmes

M. L. Langford

A. D. Hackler

COPY OF APPOINTMENT  
COUNTY HEALTH OFFICER

I L. G. Mc Kanley do hereby  
certify that on 12 day of February 19 68,  
the Commissioners' Court of Upshur County,  
duly appointed J. L. Fenlaw M. D. ;  
the County Health Officer of Upshur County,  
whose term shall begin on February 14 19 68 and end on  
February 13 19 69, unless said officer is removed by law.

SIGNED L. G. Mc Kanley County Judge

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# THE STATE OF TEXAS

## OATH OF OFFICE

I, J. L. 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.

SWORN TO and Subscribed before me this 8 day of February,



Notary Public, Upshur County, Texas.

## OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 28 day of February 1968, betweenUpshur County, TexasLessor (whether one or more) whose address is Gilmer, Texas  
and Jim Heydrick dba Heydrick Petroleum Company, 802 Travis Street, Wichita Falls, Texas Lessee. WITNESSETH  
1 Lessor in consideration of TEN AND NO/100 Dollars(\$ 10.00) in hand paid, of the royalties herein provided and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, prospecting, drilling and mining for and producing oil, gas and all other minerals laying pipelines, building roads, tanks, power stations, telephone lines and other structures thereon to produce, save take care of, treat, transport and own said products, and housing its employees, the following described land in Baylor & Throckmorton County Texas, to-wit:

All of its unleased non-productive acreage described as follows:

FIRST TRACT: South Tract of Upshur County School Land in Throckmorton County, Texas, Abstract 825.

SECOND TRACT: North Tract of Upshur County School Land partly in Baylor and partly in Throckmorton Counties, Texas, Abstract 557.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above whether the same be in said survey or surveys or in adjacent surveys although not included within the boundaries of the land particularly described above. For the purpose of calculating the rental payments hereinafter provided for said land is estimated to comprise 206.71 acres whether it actually comprises more or less.2. Subject to the other provisions herein contained, this lease shall be for a term of 20 years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the well or to the credit of Lessor into the pipe line to which the wells may be connected. Lessee may from time to time purchase any royalty oil in its possession paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas including casinghead gas or other gaseous substance produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale while there is a gas well on this lease or on acreage pooled therewith but gas is not being sold or used. Lessee may pay as royalty at monthly intervals a sum equal to one-twelfth (1/12) of the amount of the annual rental payable in lieu of drilling operations during the primary term on the number of acres subject to this lease at the time such payment is made and if such payment is made or tendered it will be considered that gas is being produced from this lease in paying quantities; and (c) on all other minerals mined and marketed one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur mined and marketed the royalty shall be fifty cents (50¢) per long ton. Lessee shall have free use of oil, gas, coal and water from said land except water from Lessor's wells, for all operations hereunder and the royalty on oil, gas and coal shall be computed after deducting any so used.

4. Lessee at its option is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of 10% thereof provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified units thereafter created may conform substantially in size with those prescribed by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit. Lessee may at its election exercise its pooling option after commencement of operations for or completion of an oil or gas well on the leased premises and the pooled unit may include but it is not required to include land or lease upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. Operations for drilling on or production of oil or gas from any part of the pooled unit composed in whole or in part of the land covered by this lease regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease, and the entire acreage constituting such unit or units as to oil and gas or either of them as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas or either of them from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit a pro rata portion of the oil and gas or either of them produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis—that is to say there shall be allocated to the acreage covered by this lease and included in the pooled unit that pro rata portion of the oil and gas or either of them produced from the pooled unit which the number of surface acres covered by this lease and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production whether it be oil and gas or either of them so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit.

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of

Dollars (\$           ) (herein called rentals) which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months in like manner and upon like payments or tenders annually the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank on or before the date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank or for any reason fail or refuse to accept rental Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release covering any portion or portions of the above described premises and thereby surrender this lease to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

6. If prior to discovery of oil, gas or other mineral on said land or on acreage pooled therewith Lessee should drill a dry hole or holes thereon or if after discovery of oil, gas or other mineral the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of sixty days from date of completion of dry hole or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon



12. Notwithstanding any other provisions contained herein in the printed form of this lease, it is agreed that the Lessee will during one year from the date hereof begin the drilling of two wells and the completion of same for oil and gas on some part of the above described Two Tracts and upon failure so to do, this lease shall forfeit and be void.

13. The location of such wells is to be selected by the Lessee and the depth to which said wells shall be drilled shall be to such depth as a reasonable prudent operator would test.

14. If any well drilled by Lessee shall produce oil, gas and casing-head gas in paying quantities for Lessee, then each such well drilled during the term of the lease so producing shall hold 160 acres covered by this lease to be selected by Lessee as nearly as possible in a block and be designated by an instrument in writing, a copy of which shall be furnished Lessor.

15. Lessee shall pay to Lessor if he drills said two wells during the first year hereof \$1.00 per acre as delay rental beginning with the second year except that for each well drilled thereafter on the Two Tracts which is a producer, such rental shall be decreased by \$160.00.

16. Lessor owns all of the minerals in some of the blocks covered by this lease and in some of the blocks it only owns a part of the block or an undivided interest therein. It is the intention of Lessor that this lease shall cover all of the interest it owns in all of the acreage in the two surveys and if Lessee drills a producing well on such acreage whether all, part, or undivided, he shall nevertheless be entitled to be relieved of the rental covering a full 160 acres by reason of drilling said well.

17. This lease provides for pooling at the option of Lessee. If any part of the land covered by this lease is pooled with other land not covered by this lease and the well is drilled on such other land, the part hereof so pooled shall be controlled by the pooling agreement contained above and the Lessee shall have all of the rights provided herein as to such pooled land, the same as if the well had been drilled on land covered by this lease.

18. Both parties shall have the right to assign any part of this lease and contract. If Lessee assigns any part of his obligation under

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this agreement and the terms hereof are carried out by his assignee, same shall be as valid as if Lessee had carried out such term and shall inure to his benefit.

19. Lessee agrees to furnish to Lessor at the completion of each well a driller's log reflecting the total depth to which said well was drilled.

20. Lessor shall receive \$25,000.00 as an oil payment out of 1/32nd of 7/8ths working interest in the oil, gas and casinghead gas recovered under this lease and when said amount has been paid, said 1/32nd shall revert to Lessee.

THIS INSTRUMENT IS EXECUTED on the 28 day of February, A.D., 1968.

UPSHUR COUNTY, TEXAS

By [Signature]  
Leasing Commissioner

By [Signature]  
County Judge

By [Signature]

By [Signature]

By [Signature]

By [Signature]

COMMISSIONERS

\* \* \*

THE STATE OF TEXAS

COUNTY OF UPSHUR

BEFORE ME, the undersigned authority, on this day personally appeared [Signatures] known to me to be the identical persons whose names are signed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28 day of Feb, A.D., 1968.



[Signature]  
Notary Public, Upshur County, Texas

FILED FOR RECORD Feb 28 1968, at 2:57 o'clock A.M.  
RECORDED ON THIS Feb 27 1968, at 4:10 o'clock A.M.  
BY [Signature] Deputy O. H. LOYD, COUNTY CLERK, UPSHUR COUNTY, TEXAS.

The State of Texas,

} Know All Men by These Presents:

County of BAYLOR  
COUNTY OF THROCKMORTON

That, Upshur County, Texas, at Gilmer

hereinafter called Grantor (whether one or more), for and in consideration of the sum of

TEN AND NO/100 (\$10.00)-----DOLLARS,

cash in hand paid by Jim Heydrick dba Heydrick Petroleum Company, hereinafter called Grantee,

the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by this presents do

grant, sell, convey, assign and deliver, unto the said Grantee an undivided 1/16 of 8/8 interest in

and to all of the oil royalty, gas royalty, and royalty in casinghead gas, gasoline, and royalty in other minerals in and under,

and that may be produced and mined from the following described lands situated in the County of <sup>ies</sup> Baylor and Throckmorton

and State of Texas, to wit

One-half (1/2), that is, 1/16 of 8/8 of the mineral royalty in oil, gas and casinghead gas in all of the unleased and non-productive acreage owned in full or by an undivided interest by the heirs of Ida M. Heydrick, Deceased, and the heirs of Cordie A. Smith, Deceased, of record in the Deed Records of Baylor County, Texas, and Throckmorton County, Texas, as follows:

FIRST TRACT: South Tract of Upshur County School Land in Throckmorton County, Texas, Abstract 825.

SECOND TRACT: North Tract of Upshur County School Land partly in Baylor and partly in Throckmorton Counties, Texas, Abstract 557.

together with the right of ingress and egress at all times for purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom. This grant shall run, and the rights, titles and privileges hereby granted shall extend to Grantee herein, and to Grantee's heirs, administrators, executors and assigns, for a period of 5 years from date hereof and as long thereafter as oil, gas or other minerals, or either of them, is produced or mined from the lands described herein, in paying or commercial quantities. If at the expiration of said 5 years from date hereof, oil, gas or other minerals, or either of them is not being produced or mined from said land or any portion thereof in paying or commercial quantities, this contract shall be null and void and the Grantee's rights hereunder shall terminate.

Said lands, or portions thereof, being now under oil and gas lease or leases, executed in favor of or now owned by Jim Heydrick dba Heydrick Petroleum Company

it is understood and agreed that this sale is made subject to the terms of said lease or leases, but covers and includes

1/16 of 8/8

of all the oil royalty, and gas royalty, and casinghead gas and gasoline royalty, and royalty from other minerals or products, due and to be paid under the terms of said lease or leases only insofar as it or they cover the above described land. And it is further understood and agreed that notwithstanding the Grantee does not by these presents acquire any right to participate in the making of future oil and gas mining leases on the portion of said lands not at this date under lease, nor of participating in the making of future leases should any existing or future leases for any reason become cancelled or forfeited, nor of participating in the bonus or bonuses which Grantor herein shall receive for any future lease, nor of participating in any rental to be paid for the privilege of deferring the commencement of a well under any lease, now or hereafter.

NEVERTHELESS, during the term of this grant neither the Grantor nor the heirs, administrators, executors and assigns of the Grantor shall make or enter into any lease or contract for the development of said land or any portion of same for oil, gas or other minerals unless each and every such lease, contract, leases or contracts shall provide for at least a royalty on oil of the usual one-eighth to be delivered free of cost in the pipe line, and a royalty on natural gas of one-eighth of the value of same when sold or used off the premises, or one-eighth of the net proceeds of such gas and one-eighth of the net amount of gasoline manufactured from natural or casinghead gas, and in the event Grantor, or the heirs, administrators, executors and assigns of the Grantor, or as in the status of the fee owners of the land and minerals, or as the fee owner or any portion of said land shall operate and develop the minerals therein. Grantee herein shall own and be entitled to receive as a free royalty hereunder, (1) An undivided 1/16 of 8/8 of all the oil produced and saved from the premises delivered to Grantee's credit free of cost in the pipe line (2) An undivided 1/16 of 8/8 interest and portion of the value or proceeds of the sales of natural gas when and while the same is used or sold off the premises, (3) An undivided 1/16 of 8/8 of the net amount of gasoline or other products manufactured from gas or casinghead gas produced from wells situated on the premises, during the term hereof.

TO HAVE AND TO HOLD the above described property and rights, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said Grantee, and to Grantee's heirs, administrators, executors and assigns, forever, and Grantor does hereby bind itself, its successors, ~~heirs, administrators, executors and assigns~~ and assigns, to warrant and forever defend all and singular the said property and rights unto the said Grantee, and Grantee's heirs, administrators, executors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESSES ~~the undersigned~~

Grantor

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SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of A D 19

(L S)

Notary Public in and for County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, 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 the day of A D 19

(L S)

Notary Public in and for County Texas

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared and, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said

, wife of the said 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 the day of A D 19

(L S)

Notary Public in and for County, Texas

91-REV 3-45

Royalty Deed

(NON PARTICIPATING)

FROM

TO

Dated	19	County, Texas
No Acres		
Term		
This instrument was filed for record on the		
day of	19	at
o'clock		M. and duly
recorded in Book	Page	
of the	records of this office	
By	County Clerk,	County, Texas
	Deputy	
When recorded return to		

The Oiler Company, Publishers Dallas

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During the term provided in an oil and gas lease executed on this date by Upshur County, Texas, Lessor to Jim Heydrick dba Heydrick Petroleum Company, Lessee and which provides for the drilling of wells by Lessee, each producing well completed under the terms of said lease shall entitle Lessee to 160 acres of royalty out of the said Cordie A. Smith lands and under the Ida M. Heydrick Estate lands. The selection of this acreage to be at the option of Jim Heydrick dba Heydrick Petroleum Company under the well or wells and/or in as near the form of a square as possible and said royalty to be valid and in force for as long as oil and gas is produced under the terms of the original lease mentioned above.

If Lessee shall drill a well on a block partly owned by Grantor herein or in which Grantor has an undivided interest, terms hereof shall apply to said well the same as if Grantor owned the full block. It shall also apply to any unit under the pooling provision of said lease.

THIS INSTRUMENT IS EXECUTED on the 28 day of February, A.D., 1968.

UPSHUR COUNTY, TEXAS

By Bruce Marshall  
Leasing Commissioner

By H. B. Emery  
County Judge

By Jim Shorver

By Bryant Holmes

By M. L. Langford

By A. D. Hackler

COMMISSIONERS

\* \* \*

THE STATE OF TEXAS I

COUNTY OF UPSHUR I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared James Marshall, H. B. Emery, Jim Shorver, Bryant Holmes, M. L. Langford, A. D. Hackler

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known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28 day of Feb, A.D., 1968.



Ch. Pittman  
Notary Public  
Upshur County, Texas

FILED FOR RECORD Feb 28 1968, at 8:57 o'clock A.M.  
RECORDED ON THIS Feb 29 1968, at 4:10 o'clock P.M.  
BY [Signature] Deputy O. W. LOYD, COUNTY CLERK,  
UPSHUR COUNTY, TEXAS.

PETITION FOR ELECTION TO INCORPORATE

THE STATE OF TEXAS  
COUNTY OF UPSHUR

TO THE HONORABLE COUNTY JUDGE OF UPSHUR COUNTY, TEXAS:

WE, the undersigned petitioners, respectfully represent

1. That we are residents of the Town of West Mountain, situated in Upshur County, Texas
- 2 That the said Town is not incorporated for municipal purposes and no portion of said proposed Corporation is within any Municipal Corporation nor is it within the extra-territorial jurisdiction of any Municipal Corporation
- 3 That said petition is signed by more than twenty (20) electors and residents within the following described boundaries and are qualified voters therein.
- 4 That the said Town of West Mountain has more than 200 and less than 10,000 inhabitants, to wit: about 225 inhabitants
5. That the inhabitants of said Town desire that said Town shall be incorporated for municipal purposes as a Town or Village within the boundaries hereinafter described by metes and bounds, in accordance with the provisions of Chapter 11, Title 28, Revised Civil Statutes, 1925, as amended, and that said Town when incorporated to be known as the Town of West Mountain.
6. That the territory proposed to be so incorporated is described by metes and bounds, to wit:

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7. That said territory is situated wholly within the County of Upshur and State of Texas.

8 That the area of said above described territory does not exceed two (2) square miles.

9. That there is attached hereto as a part of this petition, a plat of said territory, and all of the territory above described is intended to be used strictly for Town or Village purposes.

WHEREFORE, we respectfully ask that an election be ordered, under the provisions of the statutes, within said Town for the purpose of determining whether or not the same shall be incorporated as a Town or Village.

WHEREFORE, premises considered, your petitioners pray that an order be entered fixing the time and place at which an election be held as required by law and that Notice of such election be given as required by law.

SIGNED, this the 26th day of Feb, 1968

W.A. Moran	Albert Blevins
Francis Boyd	T.L. Reeves
Ernest Knutson	MaRay Morgan
Johnnie S. Blevins	Clayton Willyard
Wesley Reeves	Johnnie C. Blevins
Gene V. Bailey	M. R. Chapin
Ray Patterson	W. F. Guthrie
Law McKay	Clinton Clark
J. C. Singleton	D.H. Mason
Jack Moran	Bertha Moore
Joe Kelly	Raybert McCary
Danny L. Jarman	Gladys Lindsey
Eugene Doy	

FILED FOR RECORD Feb 27 1968, at 4:00 o'clock P.M.  
 RECORDED ON THIS Feb 27 1968, at 4:00 o'clock P.M.  
 BY [Signature] Deputy G. W. LOYD, COUNTY CLERK,  
 UPSHUR COUNTY, TEXAS.

ORDER FOR SPECIAL ELECTION

THE STATE OF TEXAS, )

COUNTY OF UPSHUR )

ON THIS the 26 day of Feb, 1968,

came on to be considered the petition herein filed by Travis Roy and more than nineteen (19) other resident citizens of the proposed Town of West Mountain, wherein the persons signing such petition pray the County Judge to execute an order based upon such petition directing that an election be held to determine whether or not West Mountain, Upshur County, Texas, should be incorporated, all pursuant to Chapters 11 and 12 of Title 28, V. A. C. S., and the Court after examining such petition and the sworn testimony offered in support thereof, finds as follows:

(1) That the application filed herein in the office of the County Judge is properly prepared and contains the requisite number of qualified voters residing within the territory proposed to be incorporated.

(2) That accompanying such petition is a plat stating the boundary of the proposed town prepared by a registered public surveyor; that the name by which the town is to be known, if incorporated, is that of "West Mountain", and that the plat accompanying such petition and the description of the boundaries set out in the petition, include therein no territory except that which is intended to be used for strictly town purposes, and that all prerequisites of the law governing the calling of an election for the purpose of determining whether or not the proposed area should be incorporated have been complied with whether expressly set out in this order or not, and that this

court should issue its order directing that an election be called as provided by law for the purpose of determining whether or not such area as set out in the plat accompanying such petition and the description of such area as set out in such petition should be incorporated.

THEREFORE, BE IT ORDERED by the County Judge of Upshur County, Texas, that an election be held on the 9 day of March, 1968, which time is not less than ten (10) 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 West Mountain for their action thereon:

PROPOSITION

"CORPORATION"

"NO CORPORATION"

Said election shall be held in the Church of Christ at West Mountain, Upshur County, Texas, and the following persons are hereby appointed to conduct such election:

Mrs. Clinton Clark shall be Presiding Officer of the election and she will select two Judges and two Clerks to help hold the election.

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

"CORPORATION"

"NO CORPORATION"

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

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The manner of holding said election shall be governed, as near as it may be, by the General Election laws of the State of Texas, except as modified by the provisions of Chapter 12, Title 28, Vernons 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 preceeding 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 the notice of such election shall be given by posting notices of same at three 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 26 day of Feb, 1968.

*E. G. McKinley*  
 E. G. MCKINLEY, JUDGE, COUNTY  
 COURT, UPSHUR COUNTY, TEXAS

FILED FOR RECORD Feb 26 1968, at 3:30 o'clock P. M.  
 RECORDED ON THIS Feb 24 1968, at 2:15 o'clock P. M.  
 BY C. W. Loyd Deputy C. W. LOYD, COUNTY CLERK,  
 UPSHUR COUNTY, TEXAS.

NOTICE OF SPECIAL ELECTION

THE STATE OF TEXAS, )

COUNTY OF UPSHUR )

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

Take notice that an election will be held on the 9th day of March, 1968, in the West Mountain Church of Christ, 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 26th day of Feb, 1968. Said attached order for special election is made a part of this notice for all intents and purposes.



O. W. Loyd  
O. W. LOYD, CLERK, COUNTY COURT,  
UPSHUR COUNTY, TEXAS  
Ripon Quinn, Dep.

ORDER FOR SPECIAL ELECTION

THE STATE OF TEXAS, X

COUNTY OF UPSHUR X

ON THIS the 26 day of April, 1968,

came on to be considered the petition herein filed by Thomas Boyd and more than nineteen (19) other resident citizens of the proposed Town of West Mountain, wherein the persons signing such petition pray the County Judge to execute an order based upon such petition directing that an election be held to determine whether or not West Mountain, Upshur County, Texas, should be incorporated, all pursuant to Chapters 11 and 12 of Title 28, V. A. C. S., and the Court after examining such petition and the sworn testimony offered in support thereof, finds as follows:

(1) That the application filed herein in the office of the County Judge is properly prepared and contains the requisite number of qualified voters residing within the territory proposed to be incorporated.

(2) That accompanying such petition is a plat stating the boundary of the proposed town prepared by a registered public surveyor; that the name by which the town is to be known, if incorporated, is that of "West Mountain", and that the plat accompanying such petition and the description of the boundaries set out in the petition, include therein no territory except that which is intended to be used for strictly town purposes, and that all prerequisites of the law governing the calling of an election for the purpose of determining whether or not the proposed area should be incorporated have been complied with whether expressly set out in this order or not, and that this

court should issue its order directing that an election be called as provided by law for the purpose of determining whether or not such area as set out in the plat accompanying such petition and the description of such area as set out in such petition should be incorporated.

THEREFORE, BE IT ORDERED by the County Judge of Upshur County, Texas, that an election be held on the 9 day of March, 1968, which time is not less than ten (10) 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 West Mountain for their action thereon:

PROPOSITION

"CORPORATION"

"NO CORPORATION"

Said election shall be held in the Church of Christ at West Mountain, Upshur County, Texas, and the following persons are hereby appointed to conduct such election:

Mrs. Clinton Clark shall be Presiding Officer of the election and she will select two Judges and two Clerks to help hold the election.

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

"CORPORATION"

"NO CORPORATION"

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

211

The manner of holding said election shall be governed, as near as it 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 preceeding 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 the notice of such election shall be given by posting notices of same at three 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 76 day of Feb, 1968.

  
L. G. MCKINLEY, JUDGE, COUNTY  
COURT, UPSHUR COUNTY, TEXAS

FILED

1968 FEB 26 PM 3:40

O W LOYD  
CLERK UP SHUR COUNTY

# TOWNI

## FIELD NOTES FOR CORPORATE LIMITS OF TOWN OF WEST MOUNTAIN, UPSHUR COUNTY, TEXAS

Beginning at the intersection of the R. W. Mitchell and G. W. Torrence Survey Line and the centerline of U. S. Highway 271, Engineering Station 287+25, said survey line also being the southern property line of a tract of land owned by C. L. Bowden as recorded in Volume 177, Page 22 of the Deed Records of Upshur County, Texas, said survey line also being the northern property line of a tract of land owned by J. W. Broadies.

THENCE, N 68°43' E perpendicular to the centerline of U. S. Hwy. 271, which bears S 21°17' E, 2000.00 feet, THENCE S 6°47' E 6600.00 feet; THENCE S 21°17' E 2200.00 feet, THENCE S 31°31' E 1200.0 feet, THENCE S 31°31' E 1800 00 feet, THENCE N 58°29' E 500.00 feet, THENCE S 28°54' E 1455 00 feet, THENCE S 13°35' E 1800 00 feet, THENCE N 76°25' E 1100 00 feet, THENCE S 28°54' E 1455 00 feet, THENCE N 45°36' E 2500.00 feet, THENCE N 89°54' E 5800 00 feet, THENCE S 0°06' E 1200 00 feet, THENCE S 89°54' W 4800.00 feet, THENCE S 15°24' E 3200 00 feet; THENCE N 80°24' W 2600 00 feet; THENCE N 4°24' W 500 00 feet, THENCE N 85°36' E 1800 00 feet, THENCE N 34°24' W 1300 00 feet, THENCE S 75°36' W 1300 00 feet, THENCE S 45°36' W 1200 00 feet; THENCE S 86°25' W 1100 00 feet, THENCE S 13°35' E 4300.00 feet, THENCE S 20°24' W 1800.00 feet, THENCE N 69°36' W 700 00 feet, THENCE N 13°35' W 1500 00 feet, THENCE N 76°25' E 900 00 feet, THENCE N 13°35' W 2300 00 feet, THENCE N 88°35' W 1200 00 feet, THENCE N 1°25' E 450.00 feet, THENCE S 88°35' E 1100 00 feet, THENCE N 13°35' W 1300.00 feet; THENCE N 88°35' W 2400 00 feet, THENCE N 1°25' E 500 00 feet, THENCE S 88°35' E 2000.00 feet, THENCE N 13°35' W 2200 00 feet; THENCE N 51°17' W 4000.00 feet, THENCE N 21°17' W 2300.00 feet, THENCE N 5°58' E 2400.00 feet, THENCE N 18°33' W 4798 71 feet, THENCE N 68°43' E 400.00 feet to the point of beginning and containing 1 812 square miles.

Certified correct:

*B. L. Nelson*

B. L. Nelson, P. E. #22655

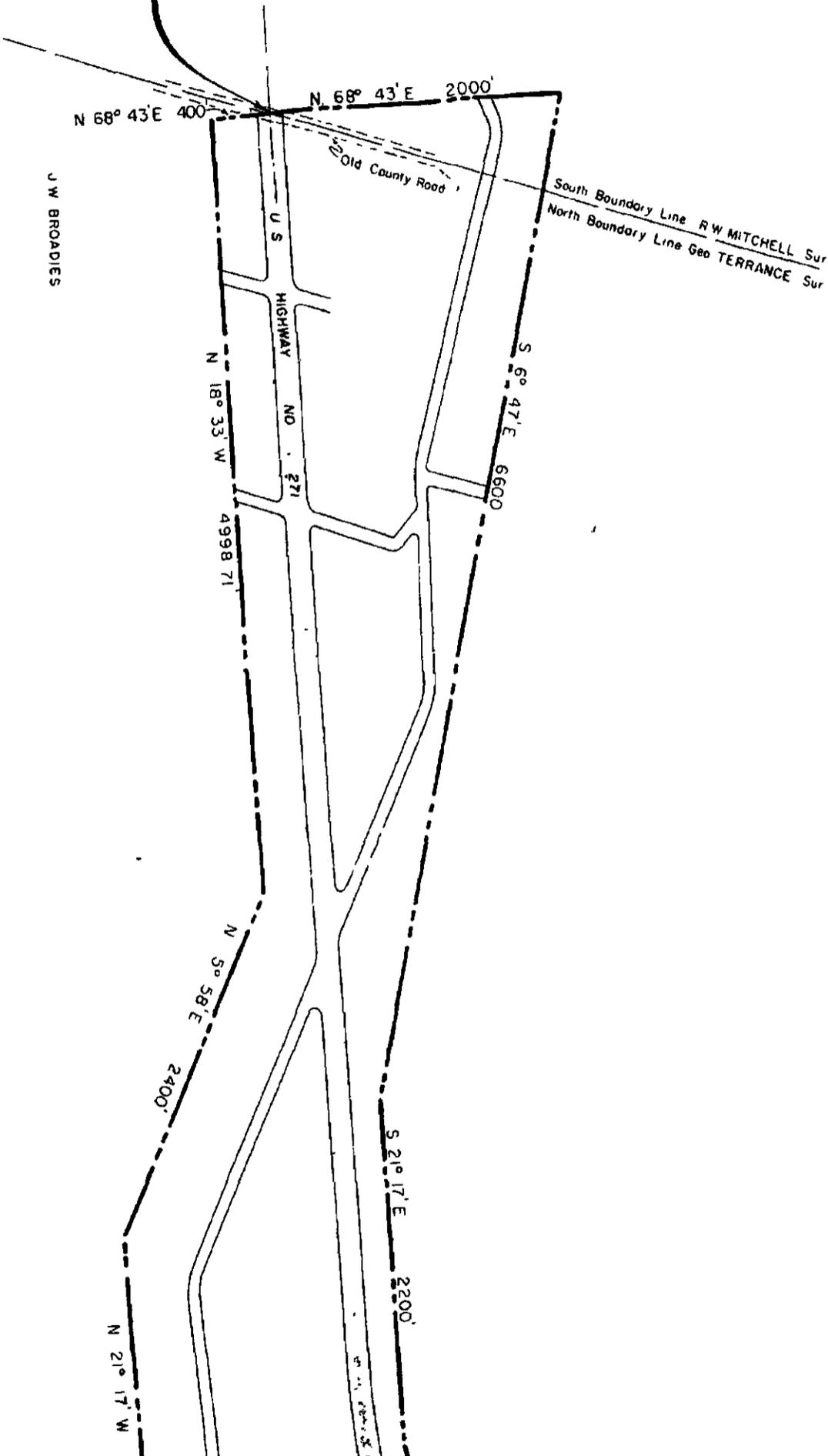
Prepared by: B. L. Nelson & Associates, Inc.  
2323 Charles Road  
Dallas, Texas 75222



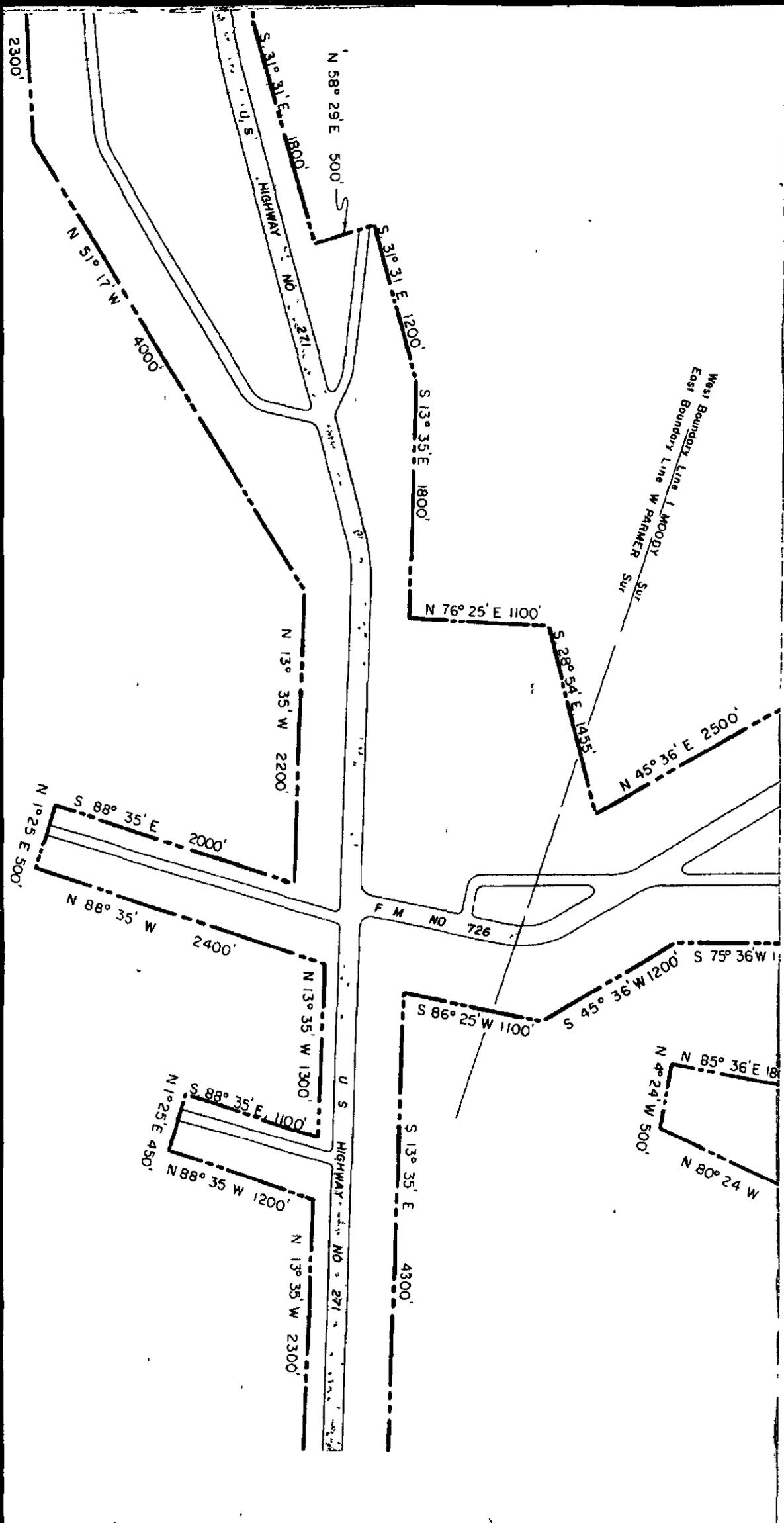
C. L. BOWDEN  
Vol. 177 Page 22

J. W. BROADIES

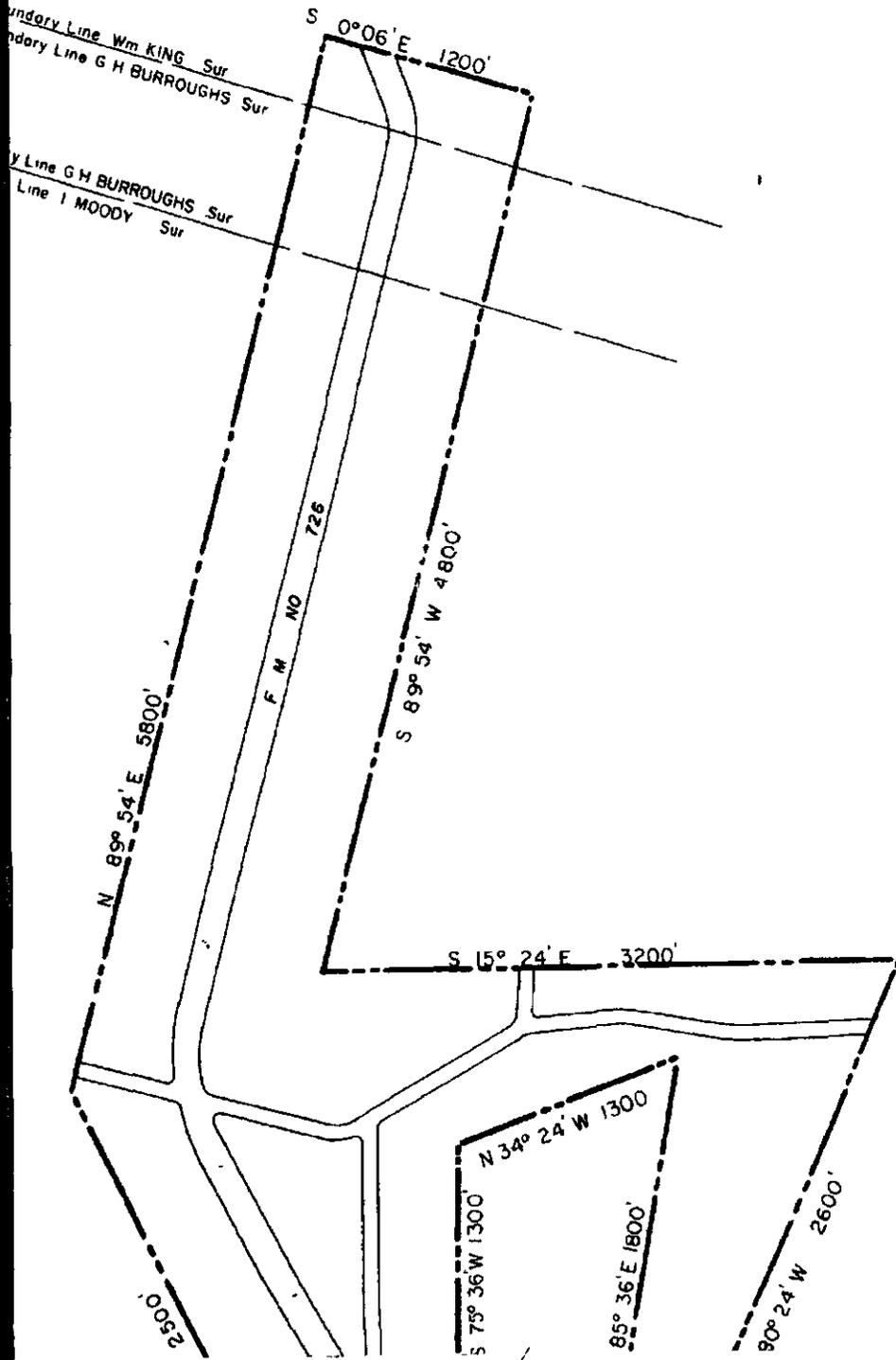
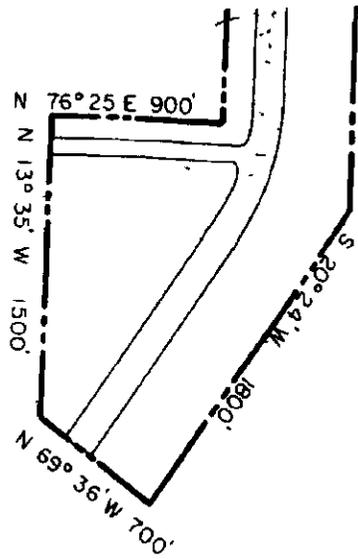
POINT OF  
BEGINNING



214



215



AFFIDAVIT OF POSTING NOTICE OF SPECIAL ELECTION

THE STATE OF TEXAS, X

COUNTY OF UPSHUR X

BEFORE ME, the undersigned authority, on this day personally appeared O. W. Loyd, County Clerk of Upshur County, Texas, who after being by me duly sworn, says upon his oath the following:

1. That he posted a true copy of Notice of Special Election hereto attached in the following places, all of which are within the proposed Town of West Mountain, Upshur County, Texas:

- a. At Johnny Blear's Grocery Store;
- b. At West Mountain Church of Christ;
- c. At M & M Cafe.

2. That all of said notices were posted by him on the 26th day of Feb., 1968, which was not more than ten (10) full days prior to the date for said election.

I further certify that the election order thereto attached and made a part of said notice of special election is a true and correct copy of an order executed by the County Judge of Upshur County, Texas, on the 26th day of Feb., 1968.

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

Sworn to and subscribed before me by O. W. Loyd, County Clerk of Upshur County, Texas, this the 26th day of Feb., 1968.

[Signature]  
NOTARY PUBLIC, UPSHUR COUNTY, TEXAS

FILED FOR RECORD Feb 26 1968, at 4:51 o'clock P.M.  
RECORDED ON THIS Feb 27 1968, at 4:28 o'clock P.M.  
BY [Signature] Deputy O. W. LOYD, COUNTY CLERK,  
UPSHUR COUNTY, TEXAS.

Commissioner's Court met in regular session March 11, 1968, with all members present.

Motion was made by Bryant Holmes and seconded by Arlan Hackler to lease to the City of Gilmer, Upshur County, Texas for twenty five (25) years with an option to lease for an additional period of twenty five (25) years for Air Port Purposes only, a tract of land described as follows:

That certain 7.85 acre tract or parcel of land located in the A. Lumbrera Survey, Upshur County, Texas, being part of the tract described in Book 172, Page 244 of the Records of Upshur County that remains after conveyance of a tract described in Book 275, Page 539, of the Records of Upshur County, Texas and being more particularly described as follows:

BEGINNING at an axle at the West corner common to the lands of Upshur County and the lands of Ray Sorrells in the East line of the lands of Jake Dupree;

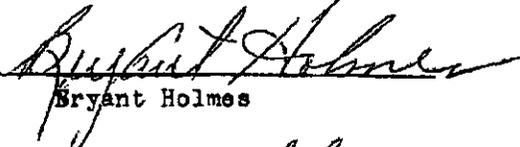
THENCE S 1 deg. 14' West with the line common to the lands of Upshur County on the East and the lands of Jake Dupree and the lands of J. B. Farrell on the West 674.5 feet to a ½ inch iron pin at the Northwest corner of the lands of the Gilmer Industrial Foundation;

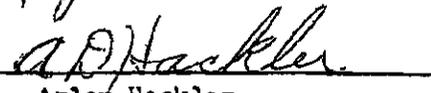
THENCE North 89 deg. 47' East with the line common to the lands of Upshur County and the lands of Gilmer Industrial Foundation 511.4 feet to a ½ inch iron pin;

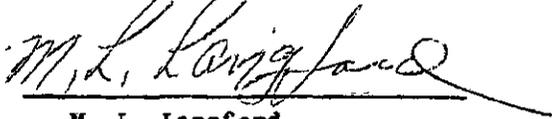
THENCE North 0 deg. 16' East 678.0 feet to a ½ inch iron pin in the line common to the lands of Upshur County and the lands of Ray Sorrells;

THENCE South 89 deg. 22' West with the line common to the lands of Upshur County and the lands of Ray Sorrells 500.0 feet to the place of beginning and containing 7.85 acres of land, more or less.

  
L. G. McKinley

  
Bryant Holmes

  
Arlan Hackler

  
M. L. Langford

\_\_\_\_\_  
Jim Shockey

ELECTION RETURN

TO THE CITY COUNCIL/COMMISSIONERS OF THE CITY OF West Mt., TEXAS

I, the undersigned, the Presiding Judge for an election held in Election Precinct No. 1 Box 9 at Church of Christ Building in said City on the 9 day of March, 1968, upon the proposition set forth in the Order calling said election as adopted by the City Council/Commissioners of said City, do hereby certify that at said election only resident property taxpaying\* qualified voters who own taxable property\* in said City and in said Election Precinct and who had duly rendered the same for taxation\* were permitted to vote, and there were 50 votes cast of which there were cast

FOR Corporations

49 Votes

AGAINST Corporations

1 Votes

I herewith return the poll list and tally sheet of said election

WITNESS MY HAND this the 9<sup>th</sup> day of March, 1968

Mrs. Clinton Clark  
Presiding Judge

March 11, 1968

Commissioners Court met in regular session with all members present, to canvass the returns of the Special Election to incorporate West Mountain. The results are as follows:

For 49 Against 1

L.H. Meadows M.L. Langford  
Raymond Halpern A.D. Hackler

\* Strike the title not applicable

\*\* If the only requirement for voting is that the voter be a qualified voter strike out the words "property taxpaying", and the words "who owns taxable property", and the words "and who had duly rendered the same for taxation"

February 22, 1968

Commissioners Court met in special session with all members present. Motion made and seconded to release from Depository Plêdge of Farmers and Merchants National Bank, Gilmer, Texas the following securities:

\$5000.00 Dallas County, Texas Water Control and Improvement District #6 Revenue Bonds, Series 1952. Maturing March 1, 1968. These securities held by First National Bank, Dallas on Receipt #A67685.

Motion carried.

L. H. McKinney

Burke H. Adams

M. L. Longford

A. E. Tucker

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THE STATE OF TEXAS

COUNTY OF Upshur

ON THIS, THE 11th day of March, 1968, the Commissioners' Court of Upshur County, Texas, convened in regular session, at the regular meeting place thereof at the Courthouse in Gilmer, Texas, the following members of the Court, to-wit:

<i>Jim Shackley</i>	COUNTY JUDGE, Presiding; and
<i>Byrd Holmes</i>	COMMISSIONER, Precinct No. 1;
<i>M. L. Langford</i>	COMMISSIONER, Precinct No. 2;
<i>A. D. Hackler</i>	COMMISSIONER, Precinct No. 3;
	COMMISSIONER, Precinct No. 4;

being present, and the following absent: none constituting a quorum, and among other proceeding had by said Court was the following.

WHEREAS, by letter dated Feb. 13, 1968 addressed to Honorable L. G. McKinley County Judge, Upshur County, from the State Department of Public Welfare by James Y. Allen, Business Manager, setting forth the County's responsibilities and the State's responsibilities in regard to the renovation of the county-owned building known as County Rock Building.

WHEREAS Upshur County, Texas, acting by and through its Commissioners' Court is agreeable to the County's and the State's responsibilities as set forth in said letter of James Y. Allen dated Feb. 13, 1968.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS' COURT OF Upshur COUNTY, TEXAS, that Upshur County cooperation with the State Department of Public Welfare allocates approximately present space of floor space to the State Department of Public Welfare for the use by the Department of Public Welfare to house all the offices in the said Department in Upshur County in the County building known as County Rock Building, with the Department of Public Welfare renovating the interior of the building occupied by the Department and Upshur County maintaining all exterior surfaces, roof, exterior walls, and grounds and to supply necessary air conditioning units to be installed by the Department of Public Welfare in conjunction with their heating unit.

IT IS FURTHER ORDERED BY THE COMMISSIONERS' COURT that the allocated present square feet of space on floors ground level to the Department of Public Welfare in Co. Rock Bldg. building is for their use and occupancy for such a period of time as to justify the expenditure of state or federal funds for this renovation. In the event imperative necessity requires a recovering of this building by the county for its use, the Department shall be permitted to salvage or recover such items as has been installed in this refurbishing contract.

The above order having been read in full, it was moved by Commissioner Holmes and seconded by Commissioner Hackler that the same be passed and adopted.

THEREUPON THE QUESTION BEING CALLED FOR, the following members of the Court voted "AYE": all and none voted "NO".

DONE IN OPEN COURT this 11th day of March, 1968.

ATTEST: *C. W. Loyd*  
COUNTY CLERK AND EX OFFICIO CLERK OF THE COMMISSIONERS' COURT, Upshur COUNTY, TEXAS  
BY: *[Signature]* DEPUTY

*L. G. McKinley*  
COUNTY JUDGE, Upshur County, Texas

ORDER AND NOTICE OF CITY ELECTION

THE STATE OF TEXAS, }  
 COUNTY OF UPSHUR } X

ELECTION ORDER

I, L. G. McKinley, County Judge of Upshur County, Texas, by virtue of the power vested in me by law, do hereby order that an election be held in the Town of West Mountain on May 25, 1968, being for the purpose of electing the following officers of said city, to serve until the next annual election as provided by law:

- 1 Mayor
- 1 City Marshall
- 5 Aldermen

Any person desiring to become a candidate for mayor, city marshall or aldermen, may do so by filing their name with the County Judge not later than midnight, April 20, 1968. And said election shall be held at the Church of Christ building at West Mountain and the following named persons are hereby appointed managers thereof, to-wit:

Judge: Mrs. Clinton Clark  
 Clerk: Theima Morgan  
 Clerk: Sally Chafin

ELECTION NOTICE

The Sheriff of Upshur County is hereby directed and instructed to post a properly executed copy of this order and notice of election at the Church of Christ building, the place where this election will be held, and at two more public places. Said notice shall be posted sixty (60) days before the date of said election.

Signed and executed this the 18 day of March, 1968.

L. G. McKinley  
 E. G. MCKINLEY, JUDGE, COUNTY  
 COURT, UPSHUR COUNTY, TEXAS .

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AFFIDAVIT OF POSTING ORDER AND NOTICE OF CITY ELECTION

THE STATE OF TEXAS X

COUNTY OF UPSHUR X

BEFORE ME, the undersigned authority, on this day personally appeared Virgil Means, Deputy Sheriff of Upshur County, Texas, who after being by me duly sworn, says upon his oath the following:

1. That he posted a true copy of Order and Notice of City Election hereto attached in the following places, all of which are within the proposed Town of West Mountain, Upshur County, Texas:

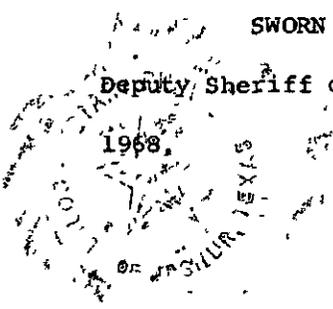
- a. Johnny Blear's Grocery Store
- b. M & M Cafe
- c. At West Mountain Church of Christ;

2. That all of said notices were posted by him on the 19 day of March, 1968, which was not more than sixty (60) full days prior to the date for said election.

I further certify that the order and notice of city election is a true and correct copy of the order executed by the County Judge of Upshur County, Texas, on the 19th day of March, 1968.

*Virgil Means*  
VIRGIL MEANS, Deputy Sheriff,  
Upshur County, Texas.

SWORN TO AND SUBSCRIBED before me by Virgil Means, Deputy Sheriff of Upshur County, Texas, this the 19 day of March,



*Carrie Lane Craig*  
Notary Public, Upshur County, Texas.

PUBLIC NOTICE

Notice is hereby given that the Commissioners' Court of Upshur County, Texas, has by its order on 8th day of April, 1968, authorized the undersigned, County Auditor of Upshur County, Texas, to publish notice that said Commissioners' Court has determined that it is advisable to lease for oil, gas and other minerals, the following land belonging to Upshur County, Texas, and situated in Baylor and Throckmorton Counties, Texas, to wit: all of its unleased non-productive acreage described as follows:

FIRST TRACT: South tract of Upshur County School Land in Throckmorton County, Texas, Abstract No. 825.

SECOND TRACT: North tract of Upshur County School Land, partly in Baylor and partly in Throckmorton Counties, Texas, Abstract No. 557.

That on the 26 day of April, 1968, at 10:00 A.M., the Commissioners' Court of Upshur County, Texas will meet at the Courthouse in Gilmer, Texas, in the Courtroom of the Commissioners' Court and consider all bids submitted for leasing of said lands, described above herein, or any parts or portions thereof.

The Commissioners' Court reserves the right to reject any and all bids, if in the judgment of the Commissioners' Court, the bids submitted do not represent the fair value of such lease or leases, and no bid will be considered for a lease that does not retain for the lessor a one-eighth free royalty at least, nor any lease wherein the primary term for more than ten years is bid therefor.

DATED this the 8th day of April, 1968.

**FILED**  
at 7:52 o'clock P.M.

APR 9 1968

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

[Signature]  
Bruce Morris, Jr., County Auditor,  
Upshur County, Texas.

Texas Highway Department  
Form D-15-38  
Page 1 of 5  
Rev. 10-64

CONTRACTUAL AGREEMENT  
FOR  
RIGHT OF WAY PROCUREMENT  
(COUNTY FORM)

STATE OF TEXAS X  
COUNTY OF TRAVIS X

COUNTY UPSHUR  
PROJECT \_\_\_\_\_  
HIGHWAY U.S. 80

This agreement entered into this 8 day of April, 1968, by and between the State of Texas, acting by and through the Texas Highway Department, hereinafter called the State, and Upshur County, Texas, acting by and through its duly authorized official under Commissioners Court Order dated \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, hereinafter called the County.

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. U.S. 80 from West City Limits of Big Sandy to 0.3 Mile East of East City Limits (1.8 Mile), and which section of highway improvements will necessitate the acquisition of certain right of way, and County to acquire that part outside City Of Big Sandy

WHEREAS, it is agreed that such right of way purchase shall be by joint effort of the State and the County;

NOW, THEREFORE be it AGREED that acquisition of such right of way shall be in accordance with the terms of this contract. The State hereby authorizes and requests the County to proceed with acquisition and the State agrees to reimburse the County for its share of the cost of such right of way providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

LOCATION SURVEYS AND PREPARATION OF RIGHT OF WAY DATA. The State, without cost to the County, will do the necessary preliminary engineering and title investigation in order to supply to the County the data and instruments necessary to obtain acceptable title to the desired right of way.

DETERMINATION OF RIGHT OF WAY VALUES. The County agrees to make a determination of property values for each right of way parcel by methods acceptable to the County and to submit to the State's District Office a tabulation of the values so determined, signed by the appropriate County representative. Such tabulations shall list the parcel numbers, ownership, acreage, and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages, if any (offset by enhancements, if any,) to the remainder, if any, and the amounts the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the County at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values as determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by State employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for State reimbursement.

Form D-15-38  
Page 2 of 5  
Rev. 10-64

If at any stage of the project development it is determined by mutual agreement between the State and the County that there should be waived the requirement that the County submit to the State property value determinations for any part or all of the required right of way, the County will make appropriate written notice to the State of such waiver, such notice to be acknowledged in writing by the State. In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement.

NEGOTIATIONS: The State will notify the County as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the County without participation by the State, however, the County will notify the State immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The County will deliver properly executed deeds which together with any curative instruments found to be necessary as a result of the State's title investigation will properly vest title in the State for each right of way parcel involved. The costs incidental to negotiation and the costs of recording the right of way instruments will be the responsibility of the County. The cost of title investigation will be the responsibility of the State.

CONDEMNATION: Condemnation proceedings will be initiated at a time selected by the County and will be the County's responsibility at its own expense except as hereinafter indicated. The County will obtain from the State, without cost, current title information and engineering data at the time condemnation proceedings are to be initiated. Except as hereinafter set forth, the County will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case so filed the judgment of the court will decree title to the property condemned in the name of the State. The County will accomplish the legal procedures and curative matters found to be necessary as a result of the State's title investigation, fulfilling the obligation to properly vest title in the State of Texas. The County may, as set forth herein under "Excess Takings", enter condemnation proceedings in its own name.

COURT COSTS, COSTS OF SPECIAL COMMISSIONERS' HEARINGS AND APPRAISAL EXPENSE: Court costs and costs of Special Commissioners' hearings assessed against the State or County in condemnation proceedings conducted on behalf of the State, and fees incident thereto, will be paid by the County. Such costs and fees, with the exception of recording fees, will be eligible for 50 per cent State reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the State under existing State law. Where the County uses the State's appraisers employed on a fee basis in Special Commissioners' hearings or subsequent appeals, the cost of the appraiser of updating his report, of preparing new reports, preparing for court testimony and appearing in court to testify in support of his appraisal will be paid direct by the County, but will be eligible for 50 per cent State reimbursement under established reimbursement procedure provided prior approval for such appraiser has been obtained from the State. The fee paid the appraiser by the County shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State.

EXCESS TAKINGS: In the event the County desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation

Form D-15-38  
Page 4 of 5  
Rev. 10-64

**FENCING REQUIREMENTS:** The County may either pay the property owner for his existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the County may do the fencing on the property owner's remaining property.

Where the County performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. State participation in the County's cost of constructing right of way fencing on the property owner's remainder may be based either on the actual cost of the fencing or on a predetermined lump sum amount. The State will be given credit for any salvaged fencing material and will not participate in any overhead costs of the County.

If State participation is to be requested on the lump sum basis, the State and the County will reach an agreement prior to the actual accomplishment of work as to the necessity, eligibility, and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed \$20,000, except as specifically approved by the State. In case the fencing is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved.

**REIMBURSEMENT:** The State will reimburse the County for right of way acquired after the date of this contract in an amount not to exceed 50 per cent of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The State's reimbursement will be in the amount of 50 per cent of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount.

If condemnation is necessary and title is taken as set forth herein under the section headed "Condemnation", the participation by the State shall be based on the final judgment, conditioned that the State has been notified in writing prior to the filing of such suit and prompt notice is also given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the County as provided by other provisions of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the State will reimburse the County in the amount of 50 per cent of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the County prefers not to execute a lump sum agreement for either fencing or utility adjustments, the State will reimburse on the actual cost of such adjustments. The County's request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

**GENERAL:** It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the Texas Highway Department which is needed and not yet dedicated, in use, or previously acquired in the name of the State or County for highway, street, or road purposes. This agreement shall also apply, as to any

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will be limited to the property needed for right of way purposes. If the County elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the County and that portion requested by the State for right of way will be conveyed to the State. When acquired by negotiation, the State's participation will be based on the State's approved value of that part requested for right of way purposes, providing such approved value does not exceed actual payment made by the County. When acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

IMPROVEMENTS. Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain his improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the County's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement which is to be moved by either the County or the owner. In the event the improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the State. The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided the State's value is established on this basis and provided title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold through the Board of Control will be credited to the cost of the right of way procured and shared with the County.

RELOCATION OF UTILITIES If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the State will establish the necessity for the utility work. State participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the County's certification that the work has been completed and will be made in an amount equal to 50 per cent of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the State establish the eligibility of the utility work and enter into a three party agreement with the owners of the utility facilities and the County which sets forth the exact lump sum amount of reimbursement based on a prior appraisal. The utility will be reimbursed by the County after proper certification by the utility that the work has been done, said reimbursement to be on the basis of the prior lump sum agreement. The State will reimburse the County in an amount equal to 50 per cent of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed \$20,000, except as specifically approved by the State. In those cases where a single operation is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" under this contract shall include publicly, privately, and cooperatively owned utilities.

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Page 5 of 5  
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existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the Texas Highway Department.

It is understood that this contract shall be effective from and after the date of full execution by the State of Texas.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the County.

COMMISSIONERS' COURT  
OF

THE STATE OF TEXAS

JPSHUR County, Texas

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway Commission:

By: [Signature]  
County Judge

By: \_\_\_\_\_  
State Highway Engineer

By: [Signature]  
Commissioner, Precinct Number 1

Executed and approved for State Highway Commission under authority of Commission Minute 60394.

By: [Signature]  
Commissioner, Precinct Number 2

RECOMMENDED FOR APPROVAL

By: [Signature]  
Commissioner, Precinct Number 3

\_\_\_\_\_  
District Engineer

By: [Signature]  
Commissioner, Precinct Number 4

\_\_\_\_\_  
Program Engineer

\_\_\_\_\_  
Chief Engineer of Highway Design

\_\_\_\_\_  
Right of Way Engineer

RESOLUTION FOR UPSHUR COUNTY COMMISSIONERS COURT

WHEREAS, the Texas Highway Department has prepared its 1969-70 Consolidated Highway Program which includes a project in Upshur County requiring right of way, namely:

U.S. Highway 80 - (1.8 Mile) - From: West City Limits of Big Sandy  
To: 0.3 Mile East of East City Limits of Big Sandy

WHEREAS, the Texas Highway ~~Commission~~ Commission Order No. 60138 dated October 27, 1967, was tendered to Upshur County and the City of Big Sandy on the above project and Upshur County by Resolution dated November 13, 1967, accepted said Minute Order setting forth Upshur County's responsibilities in carrying out provisions of said Order;

WHEREAS, the Texas Legislature through H.B. 620 has provided a means for partial reimbursement of authorized right of way purchases to counties;

WHEREAS, the Texas Highway Commission under Commission Order No. 42113 dated May 31, 1957, outlined a procedure to be eligible for partial reimbursement of authorized right of way purchases, and one provision of said Commission Order requests a Contractual Agreement between the County and the State;

NOW, THEREFORE, BE IT RESOLVED that the County Judge of Upshur County be authorized to execute for and on behalf of Upshur County the Right of Way Contractual Agreements with the State in accordance with and for the purpose of carrying out the terms and provisions of the Texas Highway Department Minute Order No. 42113, and the County Clerk is hereby directed to attest these Contractual Agreements and to affix the Seal of Upshur County thereto; and the County Judge is authorized to execute on behalf of Upshur County any supplemental contracts involving fencing or utilities or modifications to the above mentioned right of way contracts for this project.

Motion made by County Commissioner Bryant Holmes  
and seconded by County Commissioner William Small

Passed and approved this 8 day of April, 1968.

FOR UPSHUR COUNTY COMMISSIONERS COURT:

Jim Shoquist  
COMMISSIONER -- PRECINCT NO. 1

Bryant Holmes  
COMMISSIONER -- PRECINCT NO. 2

W. L. Langford  
COMMISSIONER - PRECINCT NO. 3

Ed Hacker  
COMMISSIONER - PRECINCT NO. 4

L. M. McQuinn  
COUNTY JUDGE - UPSHUR COUNTY



ATTEST:

D. W. Lloyd  
COUNTY CLERK OF UPSHUR COUNTY

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RESOLUTION BY UPSHUR COUNTY COMMISSIONERS COURT

WHEREAS, Upshur County passed a Resolution on November 13, 1967, accepting Highway Commission Order No. 60138 in conjunction with the City of Big Sandy, Texas, and

WHEREAS, a second Resolution by Upshur County was passed December 11, 1967, pertaining to the above Highway Commission Order and was intended to convey Upshur County's readiness to provide its share of cost on additional right of way cost from the Wood County Line to approximately 5 miles east, which included the section of U.S. 80 through Big Sandy and adjacent thereto as covered in Resolution passed on November 13, 1967, in conjunction with the City of Big Sandy, and

WHEREAS, the Resolution of December 11, 1967, carried a statement that right of way cost of Upshur County was not to exceed \$18,000. and could be considered a limiting factor and not properly express the desire of Upshur County Commissioners Court on U.S. Highway 80;

NOW, THEREFORE, BE IT RESOLVED that Upshur County modify the above \$18,000. restriction or limiting factor to be stated as follows:

"Right of way participation cost of Upshur County to be approximately \$18,000. as estimated for the section of U.S. 80 from Wood County Line to approximately 5 miles east - such approximate cost to be determined in accordance with proper appraisals and approved values given by the State Highway Department to Upshur County for its negotiation and right of way acquisition."

Motion made by County Commissioner *Bryant Helms*

and duly seconded by County Commissioner *William Kessler*

Passed and approved this 8 day of April, A.D. 1968.

COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS

By: *L. H. McHenry*  
County Judge

*Jim Shover*  
Commissioner - Precinct No. 1

*Bryant Helms*  
Commissioner - Precinct No. 2

*W. D. Langford*  
Commissioner - Precinct No. 3

*W. H. Haskin*  
Commissioner - Precinct No. 4



ATTEST:

*A. W. Lloyd*  
County Clerk of Upshur County, Texas

THE STATE OF TEXAS X

COUNTY OF UPSHUR X

BE IT REMEMBERED, that on the 8th day of April, 1968, the Commissioners' Court of Upshur County, Texas, met in regular session, with the following officers and members present, to wit: L. G. McKinley, County Judge, Jim Shockey, Commissioner of Precinct No. 1, Bryant Holmes, Commissioner of Precinct No. 2, M. L. Langford, Commissioner of Precinct No. 3, A. D. Hackler, Commissioner of Precinct No. 4, O. W. Loyd, County Clerk. Said meeting being held in the Courtroom of said Commissioners at the Courthouse in Gilmer, Texas, when and where among other proceedings, the following resolution, order and decree was duly considered and adopted.

UPSHUR COUNTY LAND RESOLUTION

WHEREAS, the Commissioners' Court of Upshur County, Texas, has determined that it is advisable to make an oil, gas and other mineral lease of and upon the following described lands, located and situated in Baylor and Throckmorton Counties, Texas, to wit: All of the unleased non-productive acreage described as follows:

FIRST TRACT: South tract of Upshur County School Land in Throckmorton County, Texas, Abstract No. 825.

SECOND TRACT: North tract of Upshur County School Land, partly in Baylor and partly in Throckmorton Counties, Texas, Abstract No. 557.

WHEREAS, the aforesaid Commissioners' Court desires to give proper notice of intention to lease such lands and requests bids therefor by publication of such notice in a newspaper of general circulation within Upshur County, Texas, for the time and in the manner required by law:

THEREFORE, BE IT ORDERED AND RESOLVED by the Court upon a motion duly made, seconded and passed by this Court that Bruce Morris, Jr., County Auditor of Upshur County, Texas, give notice of the intention of said Commissioners' Court to lease the above

mentioned land for oil, gas and other mineral purposes and request bids therefor, and that said notice be duly published in Upshur County, Texas, in a newspaper of general circulation of and in said County, once a week for three consecutive weeks in the manner and for the time required by law, and that on the 26 day of April, 1968, at 10:00 o'clock A.M., be and the same is hereby designated as the time; in the Courtroom of said Commissioners' Court at the Courthouse in Gilmer, Texas, be and the same is hereby designated as the place where the Commissioners' Court will receive and consider all bids submitted for leasing of said lands, described herein, or any parts or portions thereof; the Commissioners' Court further reserved the right to reject any and all bids, if in the judgment of the Commissioners' Court, the bids submitted do not represent the fair value of such lease or leases, and no bid will be considered for a lease which does not retain for the lessor a one-eighth free royalty at least, nor any lease wherein the primary term for more than ten years if bid therefor.

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

Jim Shockey  
Commissioner, Precinct No. 1

August Johnson  
Commissioner, Precinct No. 2

M. S. Langford  
Commissioner, Precinct No. 3

A. D. Hackler  
Commissioner, Precinct No. 4

ATTEST:

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

Commissioner's Court met in regular session April 8, 1968.

Motion was made by Bryant Holmes and seconded by Arlan Hackler that the road on the M. E. Keeling Estate be closed as of now.

*Bryant Holmes*  
Bryant Holmes

*Arlan Hackler*  
Arlan Hackler

*Jim Shockey*  
Jim Shockey

*M. L. Langford*  
M. L. Langford

## TEXAS WATER RIGHTS COMMISSION



**AN ORDER extending the time on  
Presentation No. 1451 of  
Upshur County Water Control  
and Improvement District  
No. 1.**

On April 1, 1968, the Texas Water Rights Commission considered the petition of Upshur County Water Control and Improvement District No. 1 for an eighteen (18) month extension of time to Presentation No. 1451.

After reviewing all facts and evidence relating thereto, the Commission finds that the extension of time should be granted.

**NOW, THEREFORE, THE TEXAS WATER RIGHTS COMMISSION DOES HEREBY GRANT** unto Upshur County Water Control and Improvement District No. 1 an eighteen (18) month extension of time to Presentation No. 1451, the same being until October 4, 1969.

The Secretary of the Commission is directed to forward a certified copy of this order to the Upshur County Water Control and Improvement District No. 1

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Executed and entered of record, this the 4th day of April, 1968.

/s/ Joe D. Carter  
Joe D. Carter, Chairman  
TEXAS WATER RIGHTS COMMISSION

ATTEST:

/s/ Audrey Strandtman  
Audrey Strandtman, Secretary

STATE OF TEXAS    |  
                          |  
COUNTY OF TRAVIS |

I, Audrey Strandtman, Secretary of the Texas Water Rights Commission, do hereby certify that the foregoing and attached is a true and correct copy of an order of said Commission, the original of which is filed in the permanent records of said Commission.

Given under my hand and the seal of the Texas Water Rights Commission, this the 4th day of April, A.D. 1968.



*Audrey Strandtman*  
Audrey Strandtman, Secretary

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THE STATE OF TEXAS  
 COUNTY OF UPSHUR

X  
 X

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Commissioners' Court of Upshur County, Texas, did at a regular meeting, a quorum being present, on the 11th day of March, 1968, upon motion made by Bryant Holmes and seconded by A. D. Hackler, which motion was carried unanimously by the members present of said Court, lease to the City of Gilmer, Upshur County, Texas, a tract or parcel of land hereinafter described, said motion now of record in Volume 14, Page 217, of the Minutes of the Commissioners' Court of Upshur County, Texas.

Pursuant to such motion, this Contract of Lease is made this the 11th day of March, 1968, by and between Upshur County, Texas through its Commissioners' Court, hereinafter called Lessor and the City of Gilmer, Upshur County, Texas, hereinafter called Lessee, WITNESSETH:

In consideration that the City of Gilmer or its assigns, shall use the land hereinafter described for the purpose of developing and maintaining an airport, Lessor does hereby demise and let to Lessee the following described premises, to wit:

That certain 7.85 acre tract or parcel of land located in the A. Lumbrera Survey, Upshur County, Texas, being part of the tract described in Book 172, Page 244 of the Records of Upshur County that remains after conveyance of a tract described in Book 275, Page 539 of the Records of Upshur County, Texas and being more particularly described as follows:

BEGINNING at an axle at the west corner common to the lands of Upshur County and the lands of Ray Sorrells in the East line of the lands of Jake Dupree;  
 THENCE S 1 deg. 14' West with the line common to the lands of Upshur County on the East and the lands of Jake Dupree and the lands of J. B. Farrell on the West 674.5 feet to a ½ inch iron pin at the Northwest corner of the lands of the Gilmer Industrial Foundation;

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THENCE North 89 deg. 47' East with the line common to the lands of Upshur County and the lands of Gilmer Industrial Foundation 511.4 feet to a  $\frac{1}{2}$  inch iron pin; THENCE North 0 deg. 16' East 678.0 feet to a  $\frac{1}{2}$  inch iron pin in the line common to the lands of Upshur County and the lands of Ray Sorrells; THENCE South 89 deg. 22' West with the line common to the lands of Upshur County and the lands of Ray Sorrells 500.0 feet to the place of beginning and containing 7.85 acres of land, more or less.

TO HAVE AND TO HOLD the same, with all the rights, privileges, easements, and appurtenances thereto attaching and belonging unto Lessee for and during the term of 25 years, commencing on the 11th day of March, 1968 and ending on the 10th day of March, 1993. Lessee is given the option to renew this lease for an additional renewal term of 25 years, upon the same terms and conditions as herein set forth. Lessee shall be deemed to have exercised its option to renew this lease at the expiration of the initial term unless it shall have notified Lessor in writing at least six (6) months before the expiration of said initial term that it does not desire to exercise the aforesaid option to renew.

Lessee, in consideration of the leasing of said premises, covenants and agrees with Lessor, and by acceptance of this lease promises to construct, develop and maintain an airport on the demised premises in conjunction with other land adjacent thereto which has been acquired or will be acquired by the City of Gilmer for airport purposes.

The Lessee shall have the right to sublet the premises demised herein so long as the person or organization to whom a sublet is made, shall use the demised premises for airport purposes.

In the event the airport which is to be built on the premises demised herein, shall for any reason at any time hereafter become unsuitable by reason of any laws or regulations now or

hereinafter in force affecting the airport to be built, and the premises demised herein are no longer needed for airport purposes, Lessor shall have the right to terminate and cancel this lease.

All the covenants, stipulations and agreements herein contained shall extend to and bind the legal representatives, successors in interest, and assigns of the respective parties hereto.

WITNESS our hands this the 11 day of March, 1968.

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

Jim Shockey  
Commissioner

Bryant Holmes  
Commissioner

M. L. Langford  
Commissioner

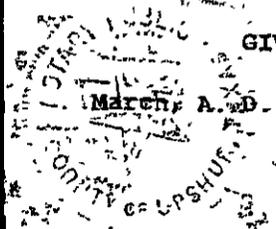
A. D. Hackler  
Commissioner

THE STATE OF TEXAS X

COUNTY OF UPSHUR X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared L. G. McKinley, Milton Langford, A. D. Hackler, Bryant Holmes and Jim Shockey, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they 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 11 day of March, A. D. 1968.



Lowell G. Hole  
Notary Public, Upshur County, Texas.

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 April 23, 1968

Commissioners Court met in special session with all members present. The following resolution was adopted:

"That the State Highway Department be assured that Upshur County commissioners court will pay its share of costs for required right of way for widening and improving what is now Farm Market Road 1403, when this route is designated by the State Highway Department as a State Highway and when the Highway Department provides the right of way deeds. That a certified copy of this motion be forwarded to proper officials of the State Highway Department."

Approved by:

Date:

Jim Shorland Pres #1  
 August Holmes #2  
 M. L. Loring  
 A. D. Hackler

March 18, 1968

Commissioners Court met in special session with all members present. Motion made to release from depository Pledge of Farmers & Merchants National Bank the following securities:

\$7000.00 Daingerfield I.S.D. 3.5%  
Schoolhouse Bonds - Maturing April 1,  
1968. Securities held by First National  
Bank, Dallas on Receipt #67677.

Motion carried.

Jim Shovey  
Bugout Adams  
M. L. Lantford  
A. D. Hackler

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April 15, 1968

Commissioners Court met in regular session and canvassed the returns of the County Board Election.

	PRECINCT #1	PRECINCT #3	PRECINCT #4
GILMER - C. L. Martin	11		
A. W. Williams	190		
Roy Snow		52	
Ted Austin		372	
C. E. Bowden			66
W.F.(Bill) Patterson			446
HARMONY - Roy Snow		68	
Ted Austin		1	
C.E.Bowden			66
W.F.(Bill) Patterson			8
UNION HILL -			
C.E.Bowden			184
W.F.(Bill) Patterson			42
GLENWOOD -C. L. Martin	14		
A.W.Williams	161		
BIG SANDY-Roy Snow		79	
Ted Austin		34	
UNION GROVE -			
C.L.Martin	7		
A.W.Williams	14		
Roy Snow		50	
Ted Austin		0	
SAND HILL -			
C. L. Martin	1		
A.W.Williams	5		
EAST MOUNTAIN -			
C. L. Martin	262		
A.W.Williams	13		
NEW DIANA -			
C. L. Martin	289		
A.W.Williams	165		
UNION RIDGE -			
C.E.Bowden			1
W.F.(Bill) Patterson			10
TOTALS			
C.L.Martin	584	Elected	
A.W.Williams	548		
Roy Snow		249	
Ted Austin		407	Elected
C. E. Bowden			317
W.F.(Bill) Patterson			506

Jim Shockey

Byrd H. Hines  
W.C. Longford

A.D. Hatcher

THE STATE OF TEXAS

X

COUNTY OF UPSHUR

X

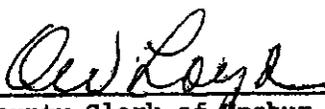
THIS, the 29th day of April, A. D. 1968, the County Court of Upshur County, Texas, being then in session, and the County Judge, L. G. McKinley, being ill and unable to serve as such County Judge, and the practicing attorneys present did then and there open an election for the purpose of electing a Special County Judge of Upshur County, for the remainder of the February Term of 1968. Before the election was held, Doyle Johnson, Sheriff of Upshur County, Texas did make a proclamation at the Courthouse door of the Upshur County Courthouse, that an election of a Special Judge of the County Court of Upshur County, Texas was about to be made by the practicing attorneys present. Whereupon, the lawyers present did then organize and hold the election. Present at such election were the following lawyers:

Hollie G. McClain, Attorney at Law, Gilmer, Texas  
 Lowell C. Holt, Attorney at Law, Gilmer, Texas  
 Clifton L. Holmes, Attorney at Law, Gilmer, Texas  
 J. Ott Duncan, Attorney at Law, Gilmer, Texas  
 C. Houston Abel, Attorney at Law, Gilmer, Texas.

Also present was O. W. Loyd, County Clerk of Upshur County, Texas; and all lawyers named above did participate in the election in which 5 ballots were cast, on each of which ballot being cast was in favor of Clifton L. Holmes, Attorney at Law, Gilmer, Texas, for Special County Judge of Upshur County, Texas.

There were five (5) ballots polled in said election, all of said 5 ballots being in favor of Clifton L. Homes for said Special County Judge.

AND THEREUPON, the oath prescribed by law was duly administered to the said Clifton L. Holmes, Attorney at Law, Special County Judge elected at such election, by O. W. Loyd, Clerk of said Court.

  
 County Clerk of Upshur County, Texas.

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THE STATE OF TEXAS           X

COUNTY OF UPSHUR           X

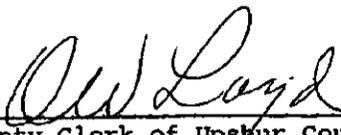
THIS, the 6th day of May, A. D. 1968, the County Court of Upshur County, Texas, being then in session, and the County Judge, L. G. McKinley, being ill and unable to serve as such County Judge, and the practicing attorneys present did then and there open an election for the purpose of electing a Special County Judge of Upshur County, for the May Term of 1968. Before the election was held, Doyle Johnson, Sheriff of Upshur County, Texas did make a proclamation at the Courthouse door of the Upshur County Courthouse, that an election of a Special Judge of the County Court of Upshur County, Texas was about to be made by the practicing attorneys present. Whereupon, the lawyers present did then organize and hold the election. Present at such election were the following lawyers:

Lowell C. Holt, Attorney at Law, Gilmer, Texas  
 J. Ott Duncan, Attorney at Law, Gilmer, Texas  
 Clifton Holmes, Attorney at Law, Gilmer, Texas  
 C. Houston Abel, Attorney at Law, Gilmer, Texas  
 Welby K. Parish, Attorney at Law, Gilmer, Texas

Also present was O. W. Loyd, County Clerk of Upshur County, Texas; and all lawyers named above did participate in the election in which 5 ballots were cast, on each of which ballot being cast was in favor of J. Ott Duncan, Attorney at Law, Gilmer, Texas, for Special County Judge of Upshur County, Texas.

There were 5 ballots polled in said election, all of said 5 ballots being in favor of J. Ott Duncan, Attorney at Law, for said Special County Judge.

AND THEREUPON, the oath prescribed by law was duly administered to the said J. Ott Duncan, Attorney at Law, Special County Judge elected at such election, by O. W. Loyd, Clerk of said Court.

  
 County Clerk of Upshur County, Texas.

RKB

### TREASURER'S QUARTERLY REPORT

BY C. H. Pitman COUNTY TREASURER  
 FROM Jan. 1, 1968 TO March 31, 1968 INCLUSIVE

10 11 12 13 14

	Balance Last Report	Amt Rec Since Last Report	Disbursements	Transfers In	Transfers Out	BALANCE	
1 General	102,522.19	27,308.83	28,131.62		5,000.00	96,699.40	1
2 Salary	4,932.05	14,899.91	26,216.76	5,000.00		-1,384.80	2
3 R&B	25,488.13	6,704.45	2,080.48		4,000.00	26,112.10	3
4 R&B 1	6,632.64	2,407.04	12,244.25	2,000.00		-1,204.57	4
5 R&B 3	5,453.37	3,090.95	10,388.98	1,500.00		- 344.66	5
6 R&B 3	11,119.73	2,662.38	14,012.11			- 230.00	6
7 R&B 4	8,147.17	1,388.69	10,494.73	500.00		- 458.87	7
8 Perm Imp	289.99					289.99	8
9 Perm School	7,035.33	4,823.72				11,859.05	9
10 Social Sec	5,475.15		4,949.92			525.19	10
11 Jury	5,673.59	1,584.50	1,817.46			5,440.63	11
12 R&B 3A Int & Skg	26,572.93	1,209.00	3,654.25			24,127.68	12
13 R&B 1B Avail							13
14 Road Dist 1-C, Avail	602.04	1.85				603.89	14
15 Road Dist 1-C Int & Skg							15
16 Upshur Law Library	1,069.04	682.00	858.54			892.50	16
17 R. O. W.	10,279.17	129.48	75.00			10,333.65	17
18 Immunisation Proj.	2,571.26	29.43	2,455.13			145.56	18
19							19
20	223,863.78	66,922.23	117,379.27	9,000.00	9,000.00	173,406.74	20

LIST OF BONDS AND OTHER SECURITIES ON HAND  
 PERMANENT SCHOOL FUND

18 Ore City ISD Bonds	18,000.00	10 Liberty Wylau ISD Bonds	10,000.00
6 Huntington ISD Bonds	6,000.00	8 Bowie Co. CSD Sch. Bldg. Bonds	8,000.00
9 Newton ISD Bonds	9,000.00	6 Rd. Dist A Upshur Co. Bonds	6,000.00
8 Angelina Hospital Bonds	8,000.00	15 Central Hts. ISD Bonds	15,000.00
9 City of Killam Gen. Rev. Bonds	9,000.00	7 Diboll ISD Bonds	7,000.00
8 Livingston ISD Bonds	8,000.00	5 Leander ISD Bonds	5,000.00
7 West Sabine ISD Bonds	7,000.00	Time Certificates	36,300.00
5 City of Gilmer Water & Sewer Bonds	5,000.00	TOTAL ALL BONDS	157,300.00

FORM

3 4

Commissioner's Min. 14

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UPSHUR COUNTY  
TREASURER'S  
QUARTERLY REPORT

Covering Period

From Jan 1968

To March 31 1968 Inclusive.

Date Filed

By C. H. Pittman  
County Treasurer, Upshur County

1968

FILED  
MAY 13 AM 9 15

D. W. LLOYD  
CLERK  
UPSHUR COUNTY,

THE STATE OF TEXAS )  
COUNTY OF UPSHUR )

BEFORE ME, the undersigned authority, on this day personally appeared Carl H. 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. H. Pittman County Treasurer  
SWORN TO AND SUBSCRIBED before me this 6<sup>th</sup> day of May 1968  
D. W. Lloyd Clerk  
County Court Upshur County Texas

BEFORE ME C. W. Lloyd County Clerk Upshur County, Texas, on this day personally appeared L. G. McKinley County Judge, Jim Shackley Commissioner Precinct No 1, Bryant Helms Commissioner, Precinct No 2, M. L. Langford Commissioner, Precinct No 3 and A. B. 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. G. McKinley  
County Judge

Jim Shackley  
Commissioner Precinct No 1

Bryant Helms  
Commissioner Precinct No 2

M. L. Langford  
Commissioner, Precinct No 3

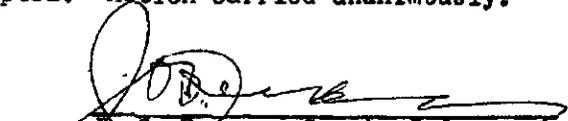
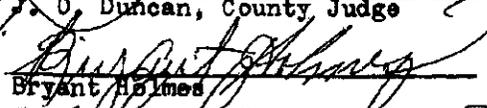
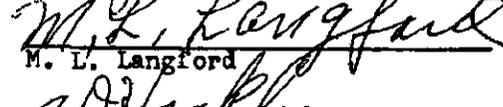
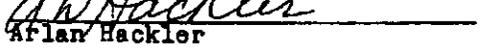
A. B. Hackler  
Commissioner Precinct No 4

SUBSCRIBED AND SWORN TO Before me this 6 day of May  
A. D. 1968  
D. W. Lloyd  
County Clerk Upshur County Texas

in regular session  
Commissioner's Court met/May 13, 1968 with Bryant Holmes,  
Arlan Hackler and M. L. Langford present.

Motion was made by M. L. Langford and seconded by Arlan  
Hackler to accept the contract as submitted by the State  
Highway Department.

Motion was made by Bryant Holmes and seconded by Arlan  
Hackler the the contract submitted by Humble Oil and  
Refining Co. be accepted. Motion carried unanimously.

  
 J. O. Duncan, County Judge  
  
 Bryant Holmes  
  
 M. L. Langford  
  
 Arlan Hackler

Motion was made by M. L. Landgord that the County con-  
tribute to the employment of a special Deputy for the  
City of Big Sandy. Mr. Langford's motion died for  
failure of a second.

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Texas Highway Department  
Form D-15-38  
Page 1 of 5  
Rev. 10-64

CONTRACTUAL AGREEMENT  
FOR  
RIGHT OF WAY PROCUREMENT  
(COUNTY FORM)

STATE OF TEXAS I  
COUNTY OF TRAVIS I

COUNTY UPSHUR  
PROJECT \_\_\_\_\_  
HIGHWAY U.S. 80

This agreement entered into this 13 day of May, 1968, by and between the State of Texas, acting by and through the Texas Highway Department, hereinafter called the State, and Upshur County, Texas, acting by and through its duly authorized official under Commissioners Court Order dated 13 day of May, 1968, hereinafter called the County.

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. U.S. 80 from Wood County Line to Near West City Limits of Big Sandy and from Near East City Limits to Approximately 1.53 Miles East, and which section of highway improvements will necessitate the acquisition of certain right of way, and

WHEREAS, it is agreed that such right of way purchase shall be by joint effort of the State and the County;

NOW, THEREFORE be it AGREED that acquisition of such right of way shall be in accordance with the terms of this contract. The State hereby authorizes and requests the County to proceed with acquisition and the State agrees to reimburse the County for its share of the cost of such right of way providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto

LOCATION SURVEYS AND PREPARATION OF RIGHT OF WAY DATA: The State, without cost to the County, will do the necessary preliminary engineering and title investigation in order to supply to the County the data and instruments necessary to obtain acceptable title to the desired right of way

DETERMINATION OF RIGHT OF WAY VALUES: The County agrees to make a determination of property values for each right of way parcel by methods acceptable to the County and to submit to the State's District Office a tabulation of the values so determined, signed by the appropriate County representative. Such tabulations shall list the parcel numbers, ownership, acreage, and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages, if any (offset by enhancements, if any,) to the remainder, if any, and the amounts the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the County at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values as determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by State employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for State reimbursement.

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Page 2 of 5  
Rev. 10-64

If at any stage of the project development it is determined by mutual agreement between the State and the County that there should be waived the requirement that the County submit to the State property value determinations for any part or all of the required right of way, the County will make appropriate written notice to the State of such waiver, such notice to be acknowledged in writing by the State. In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement.

**NEGOTIATIONS:** The State will notify the County as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the County without participation by the State; however, the County will notify the State immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The County will deliver properly executed deeds which together with any curative instruments found to be necessary as a result of the State's title investigation will properly vest title in the State for each right of way parcel involved. The costs incidental to negotiation and the costs of recording the right of way instruments will be the responsibility of the County. The cost of title investigation will be the responsibility of the State.

**CONDEMNATION:** Condemnation proceedings will be initiated at a time selected by the County and will be the County's responsibility at its own expense except as hereinafter indicated. The County will obtain from the State, without cost, current title information and engineering data at the time condemnation proceedings are to be initiated. Except as hereinafter set forth, the County will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case so filed the judgment of the court will decree title to the property condemned in the name of the State. The County will accomplish the legal procedures and curative matters found to be necessary as a result of the State's title investigation, fulfilling the obligation to properly vest title in the State of Texas. The County may, as set forth herein under "Excess Takings", enter condemnation proceedings in its own name.

**COURT COSTS, COSTS OF SPECIAL COMMISSIONERS' HEARINGS AND APPRAISAL EXPENSE:** Court costs and costs of Special Commissioners' hearings assessed against the State or County in condemnation proceedings conducted on behalf of the State, and fees incident thereto, will be paid by the County. Such costs and fees, with the exception of recording fees, will be eligible for 50 per cent State reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the State under existing State law. Where the County uses the State's appraisers employed on a fee basis in Special Commissioners' hearings or subsequent appeals, the cost of the appraiser of updating his report, of preparing new reports, preparing for court testimony and appearing in court to testify in support of his appraisal will be paid direct by the County, but will be eligible for 50 per cent State reimbursement under established reimbursement procedure provided prior approval for such appraiser has been obtained from the State. The fee paid the appraiser by the County shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State.

**EXCESS TAKINGS:** In the event the County desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation

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Page 3 of 5  
Rev. 10-64

will be limited to the property needed for right of way purposes. If the County elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the County and that portion requested by the State for right of way will be conveyed to the State. When acquired by negotiation, the State's participation will be based on the State's approved value of that part requested for right of way purposes, providing such approved value does not exceed actual payment made by the County. When acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

IMPROVEMENTS Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain his improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the County's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement which is to be moved by either the County or the owner. In the event the improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the State. The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided the State's value is established on this basis and provided title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold through the Board of Control will be credited to the cost of the right of way procured and shared with the County.

RELOCATION OF UTILITIES If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the State will establish the necessity for the utility work. State participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the County's certification that the work has been completed and will be made in an amount equal to 50 per cent of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the State establish the eligibility of the utility work and enter into a three party agreement with the owners of the utility facilities and the County which sets forth the exact lump sum amount of reimbursement based on a prior appraisal. The utility will be reimbursed by the County after proper certification by the utility that the work has been done, said reimbursement to be on the basis of the prior lump sum agreement. The State will reimburse the County in an amount equal to 50 per cent of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed \$20,000, except as specifically approved by the State. In those cases where a single operation is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" under this contract shall include publicly, privately, and cooperatively owned utilities.

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Page 4 of 5  
Rev. 10-64

FENCING REQUIREMENTS: The County may either pay the property owner for his existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the County may do the fencing on the property owner's remaining property.

Where the County performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. State participation in the County's cost of constructing right of way fencing on the property owner's remainder may be based either on the actual cost of the fencing or on a predetermined lump sum amount. The State will be given credit for any salvaged fencing material and will not participate in any overhead costs of the County.

If State participation is to be requested on the lump sum basis, the State and the County will reach an agreement prior to the actual accomplishment of work as to the necessity, eligibility, and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed \$20,000, except as specifically approved by the State. In case the fencing is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved.

REIMBURSEMENT: The State will reimburse the County for right of way acquired after the date of this contract in an amount not to exceed 50 per cent of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The State's reimbursement will be in the amount of 50 per cent of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount.

If condemnation is necessary and title is taken as set forth herein under the section headed "Condemnation", the participation by the State shall be based on the final judgment, conditioned that the State has been notified in writing prior to the filing of such suit and prompt notice is also given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the County as provided by other provisions of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the State will reimburse the County in the amount of 50 per cent of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the County prefers not to execute a lump sum agreement for either fencing or utility adjustments, the State will reimburse on the actual cost of such adjustments. The County's request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

GENERAL: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the Texas Highway Department which is needed and not yet dedicated, in use, or previously acquired in the name of the State or County for highway, street, or road purposes. This agreement shall also apply, as to any

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Page 5 of 5  
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existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the Texas Highway Department.

It is understood that this contract shall be effective from and after the date of full execution by the State of Texas.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the County.

COMMISSIONERS' COURT  
OF

UPSHUR County, Texas

By: [Signature]  
County Judge

By: \_\_\_\_\_  
Commissioner, Precinct Number 1

By: [Signature]  
Commissioner, Precinct Number 2

By: [Signature]  
Commissioner, Precinct Number 3

By: [Signature]  
Commissioner, Precinct Number 4

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway Commission:

By: \_\_\_\_\_  
State Highway Engineer

Executed and approved for State Highway Commission under authority of Commission Minute 60394.

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
District Engineer

\_\_\_\_\_  
Program Engineer

\_\_\_\_\_  
Chief Engineer of Highway Design

\_\_\_\_\_  
Right of Way Engineer

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RESOLUTION FOR UPSHUR COUNTY COMMISSIONERS COURT

WHEREAS, Upshur County has passed Resolutions expressing its readiness to provide its share of cost for right of way from Wood County Line to approximately 5 miles East; and

WHEREAS, Upshur County has executed a Right of Way Contractual Agreement on a 1.8 mile section of U.S. 80 in conjunction with the City of Big Sandy extending from the West City Limits of Big Sandy to 0.3 mile East of East City Limits of Big Sandy; and

WHEREAS, the Texas Highway Department by its Minute Order No. 60821, dated April 29, 1968, has agreed to enter into a Right of Way Contractual Agreement on the remainder of the section of U.S. 80 extending from the Wood County Line to approximately 5 miles East and such remainder of this section of U.S. 80 having limits "from the Wood County Line to near the West City Limits of Big Sandy" and "from near the East City Limits of Big Sandy to approximately 1.53 miles East;"

NOW, THEREFORE, BE IT RESOLVED that the County Judge of Upshur County be authorized to execute for and on behalf of Upshur County the Right of Way Contractual Agreements as necessary with the State in accordance with and for the purpose of carrying out terms and provisions of Highway Department Minute Order No. 42113 and in compliance with Minute Order No. 60821, and the County Clerk is hereby directed to attest these Contractual Agreements and to affix the seal of Upshur County thereto; and the County Judge is authorized to execute on behalf of Upshur County any supplemental contracts involving fencing or utilities or modifications to the above Right of Way Contracts on the above limits.

Motion made by County Commissioner M. L. Langford  
and seconded by County Commissioner Arden Walker

Passed and approved this 13 day of May, 1968.

FOR UPSHUR COUNTY COMMISSIONERS COURT:

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on a 1.8 mile section of U.S. 80 in conjunction with the City of Big Sandy extending from the West City Limits of Big Sandy to 0.3 mile East of East City Limits of Big Sandy; and

WHEREAS, the Texas Highway Department by its Minute Order No. 60821, dated April 29, 1968, has agreed to enter into a Right of Way Contractual Agreement on the remainder of the section of U.S. 80 extending from the Wood County Line to approximately 5 miles East and such remainder of this section of U.S. 80 having limits "from the Wood County Line to near the West City Limits of Big Sandy" and "from near the East City Limits of Big Sandy to approximately 1.53 miles East;"

NOW, THEREFORE, BE IT RESOLVED that the County Judge of Upshur County be authorized to execute for and on behalf of Upshur County the Right of Way Contractual Agreements as necessary with the State in accordance with and for the purpose of carrying out terms and provisions of Highway Department Minute Order No. 42113 and in compliance with Minute Order No. 60821, and the County Clerk is hereby directed to attest these Contractual Agreements and to affix the seal of Upshur County thereto; and the County Judge is authorized to execute on behalf of Upshur County any supplemental contracts involving fencing or utilities or modifications to the above Right of Way Contracts on the above limits.

Motion made by County Commissioner M. L. Langford and seconded by County Commissioner Arlan Hackler.

Passed and approved this 13 day of May, 1968.

FOR UPSHUR COUNTY COMMISSIONERS COURT:

COMMISSIONER - PRECINCT 1  
Gregory Palmer  
COMMISSIONER - PRECINCT 2

COMMISSIONER - PRECINCT 3  
Arlan Hackler  
COMMISSIONER - PRECINCT 4

J. O. Johnson  
COUNTY JUDGE - UPSHUR COUNTY

ATTEST:

D. W. Loyd by v. 71  
COUNTY CLERK OF UPSHUR COUNTY

RESOLUTION FOR UPSHUR COUNTY COMMISSIONERS COURT

WHEREAS, Upshur County has passed Resolutions expressing its readiness to provide its share of cost for right of way from Wood County Line to approximately 5 miles East; and

WHEREAS, Upshur County has executed a Right of Way Contractual Agreement on a 1.8 mile section of U.S. 80 in conjunction with the City of Big Sandy extending from the West City Limits of Big Sandy to 0.3 mile East of East City Limits of Big Sandy; and

WHEREAS, the Texas Highway Department by its Minute Order No. 60821, dated April 29, 1968, has agreed to enter into a Right of Way Contractual Agreement on the remainder of the section of U.S. 80 extending from the Wood County Line to approximately 5 miles East and such remainder of this section of U.S. 80 having limits "from the Wood County Line to near the West City Limits of Big Sandy" and "from near the East City Limits of Big Sandy to approximately 1.53 miles East;"

NOW, THEREFORE, BE IT RESOLVED that the County Judge of Upshur County be authorized to execute for and on behalf of Upshur County the Right of Way Contractual Agreements as necessary with the State in accordance with and for the purpose of carrying out terms and provisions of Highway Department Minute Order No. 42113 and in compliance with Minute Order No. 60821, and the County Clerk is hereby directed to attest these Contractual Agreements and to affix the seal of Upshur County thereto; and the County Judge is authorized to execute on behalf of Upshur County any supplemental contracts involving fencing or utilities or modifications to the above Right of Way Contracts on the above limits.

Motion made by County Commissioner M. L. Langford  
and seconded by County Commissioner Arlo Hackler

Passed and approved this 13 day of May, 1968.

FOR UPSHUR COUNTY COMMISSIONERS COURT:

COMMISSIONER - PRECINCT 1  
Burlant Holmes  
COMMISSIONER - PRECINCT 2  
M. L. Langford  
COMMISSIONER - PRECINCT 3  
Arlo Hackler  
COMMISSIONER - PRECINCT 4  
Lothar  
COUNTY JUDGE - UPSHUR COUNTY

ATTEST:  
D. W. Lloyd  
COUNTY CLERK OF UPSHUR COUNTY

File No. 52053

THE STATE OF TEXAS     X  
                                  X  
                                  X  
COUNTY OF UPSHUR     X

TO THE COMMISSIONERS' COURT OF UPSHUR COUNTY, TEXAS-

Humble Oil & Refining Company, a Delaware corporation, does hereby apply to this Honorable Court for the right to lay, construct, maintain, repair, operate, replace, change the size of and remove one (1) pipeline for the purposes of transporting oil, gas, water, petroleum products, or any other liquids, gases or substances which can be transported through a pipeline, upon and across each of the County Roads shown on the attached plats, said pipeline to be installed at each crossing indicated in RED on the attached plats, marked Exhibit "A" (STA-4480-2), Exhibit "B" (STA-4480-4); Exhibit "C" (STA-4480-5); Exhibit "D" (STA-4480-6); Exhibit "E" (STA-4480-7); Exhibit "F" (STA-4480-11), Exhibit "G" (STA-4480-12); and Exhibit "H" (STA-4480-13), respectively.

RESPECTFULLY SUBMITTED,  
HUMBLE OIL & REFINING COMPANY

By Van E. Massengale  
Van E. Massengale

DATED April 30, 1968.

File No. 52053

THE STATE OF TEXAS    X  
                                  X  
                                  X  
COUNTY OF UPSHUR    X

IN THE MATTER OF THE APPLICATION  
OF HUMBLE OIL & REFINING COMPANY  
FOR PIPELINE RIGHTS OF WAY

ON THIS 13 day of May, 1968, came on to be considered by the Commissioners' Court of Upshur County, Texas, ~~all members of~~ A Quorum ~~said Court being present~~ BEING PRESENT, the application of Humble Oil & Refining Company, a Delaware corporation, for the right to lay, construct, maintain, repair, operate, replace, change the size of and remove one (1) pipeline upon and across eight (8) County Roads situated in Upshur County, Texas, said pipeline to be installed at the crossings indicated in RED on the eight (8) plats attached to the application on file herein, marked Exhibits "A," "B," "C," "D," "E," "F," "G," and "H," respectively, said pipeline to be utilized for the purposes of transporting oil, gas, water, petroleum products, or any other liquids, gases or substances which can be transported through a pipeline, upon and across said County Roads, and said application having been duly considered by this Court, it is ORDERED by the Court and so ADJUDGED and DECREED that the said rights of way and easements for the above purposes be granted to the said Humble Oil & Refining Company, its successors and assigns upon the following terms and conditions:

Humble Oil & Refining Company shall, at its own expense, keep the pipeline constructed under this grant in such condition that the same will not leak and thereby impair or interfere with the use and travel along the said County Roads, and shall keep the portion of said roads along which said pipeline is laid in as good condition as at the time the said pipeline was laid, and in the event such pipeline is buried through surface excavation, no loose dirt or other material shall be left on said roads, but such dirt shall be packed to at least the same consistency as before the said pipeline was buried. The repairs made to the portion of said roads by Humble Oil & Refining Company in keeping with this grant shall be made so as to fully meet with the requirements and approval of the Commissioners' Court of Upshur County, Texas.

It is expressly understood and agreed that should any of the above-described County Roads be widened or relocated, either in whole or in part, Humble

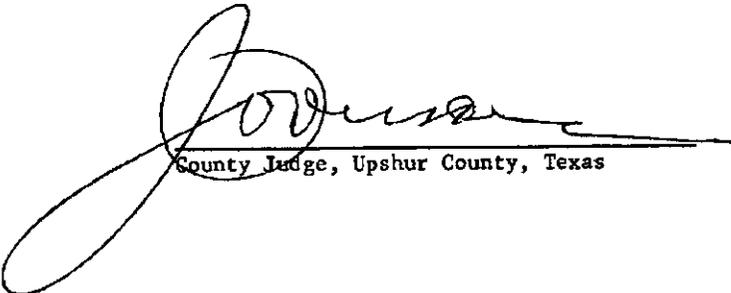
Oil & Refining Company shall, upon the request of the Commissioners' Court of Upshur County, Texas, raise, lower and/or relocate that portion of the said pipeline affected thereby, subject, however, to the following:

(a) Humble Oil & Refining Company shall bear all expenses relative to the lowering, raising and/or relocating that portion of the said pipeline lying within the road right of way as presently located upon the ground; and

(b) Upshur County, Texas, shall bear all expenses relative to the raising, lowering and/or relocating the affected portion of said pipeline lying outside the road right of way as presently located upon the ground.

It is further understood and agreed that Humble Oil & Refining Company, its successors and assigns is hereby granted an individual right of way and easement for pipeline purposes upon and across each of the County Roads shown on the plats and at the crossings indicated in RED thereon

It is further understood and agreed that Humble Oil & Refining Company, its successors and assigns, in accepting and operating under this Order is and shall be bound by the terms and provisions hereof.



County Judge, Upshur County, Texas

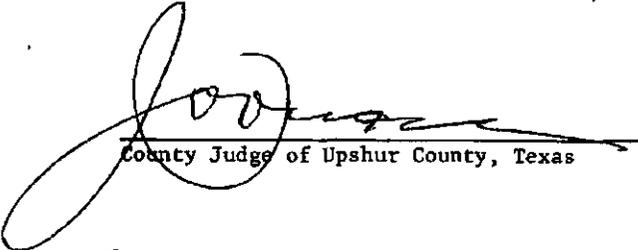
File No. 52053

THE STATE OF TEXAS    X  
                                  X  
COUNTY OF UPSHUR    X

WHEREAS, on the 13 day of MAY, 1968, the Commissioners' Court of Upshur County, Texas, entered an Order granting to Humble Oil & Refining Company, a Delaware corporation, its successors and assigns eight (8) rights of way and easements for the purposes of laying, constructing, maintaining, repairing, operating, replacing, changing the size of and removing one (1) pipeline for the transportation of oil, gas, water, petroleum products, or any other liquids, gases or substances which can be transported through a pipeline, upon and across eight (8) County Roads, said pipeline to be installed at each crossing indicated in RED on the plats attached to the Application on file herein, marked Exhibits "A," "B," "C," "D," "E," "F," "G," and "H," respectively, to which Order reference is here made for the full terms thereof,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Commissioners' Court of Upshur County, Texas, acting by and through the County Judge and all of the Commissioners of said County, does hereby give and grant unto the said Humble Oil & Refining Company, its successors and assigns the rights of way and easements provided for in the Order referred to above; subject, however, to all of the terms and provisions set out in said Order

EXECUTED in duplicate originals, this the 13 day of MAY, A D., 1968

  
County Judge of Upshur County, Texas

\_\_\_\_\_  
Commissioner of Precinct 1

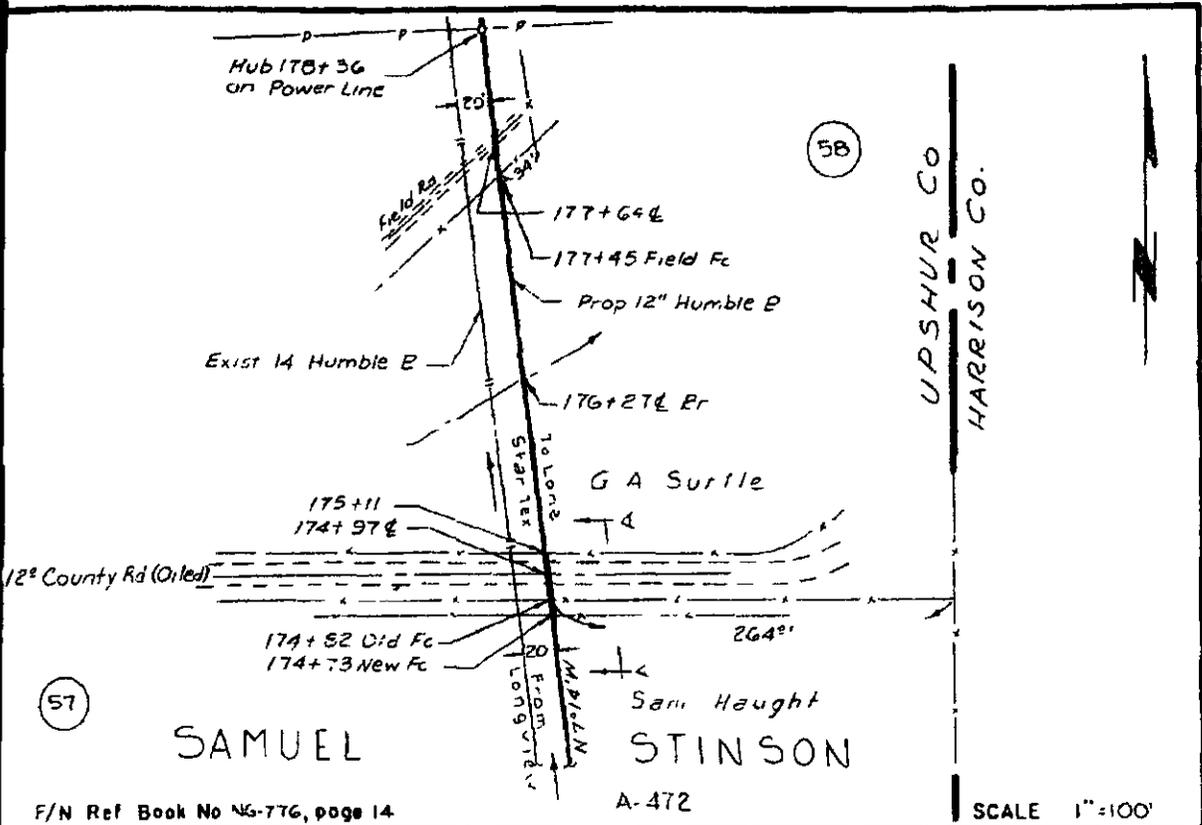
  
Commissioner of Precinct 2

  
Commissioner of Precinct 3

  
Commissioner of Precinct 4

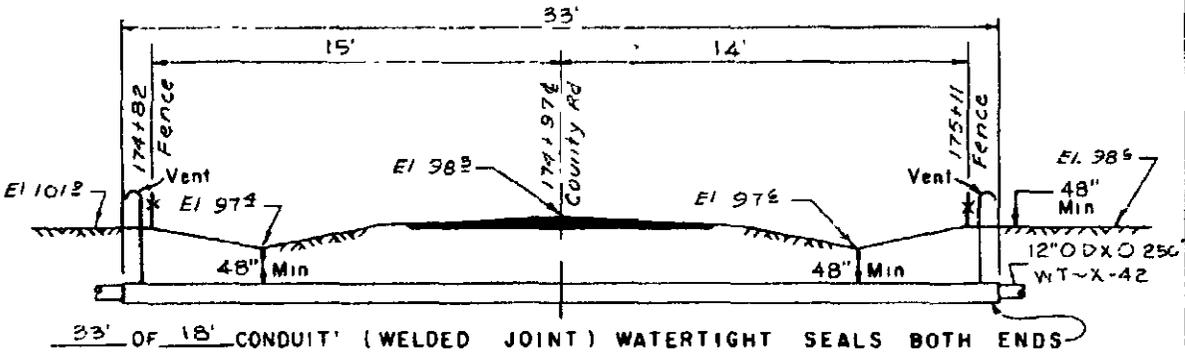
THE COMMISSIONERS' COURT OF UPSHUR COUNTY,  
TEXAS

258



F/N Ref Book No NG-776, page 14

A-472



**EXHIBIT "A" SECTION A-A**  
NO SCALE

No-e. Elevations Are Assumed

F/N Ref Book No NG 776, page 15

I hereby certify that this plot was prepared under my supervision from an actual survey made on the ground and that same is true and correct to the best of my belief

*Handwritten signature*

Insulators	4
Seals	2
Vents	2
Conduit	33' 18'
Length	Size
Weight	

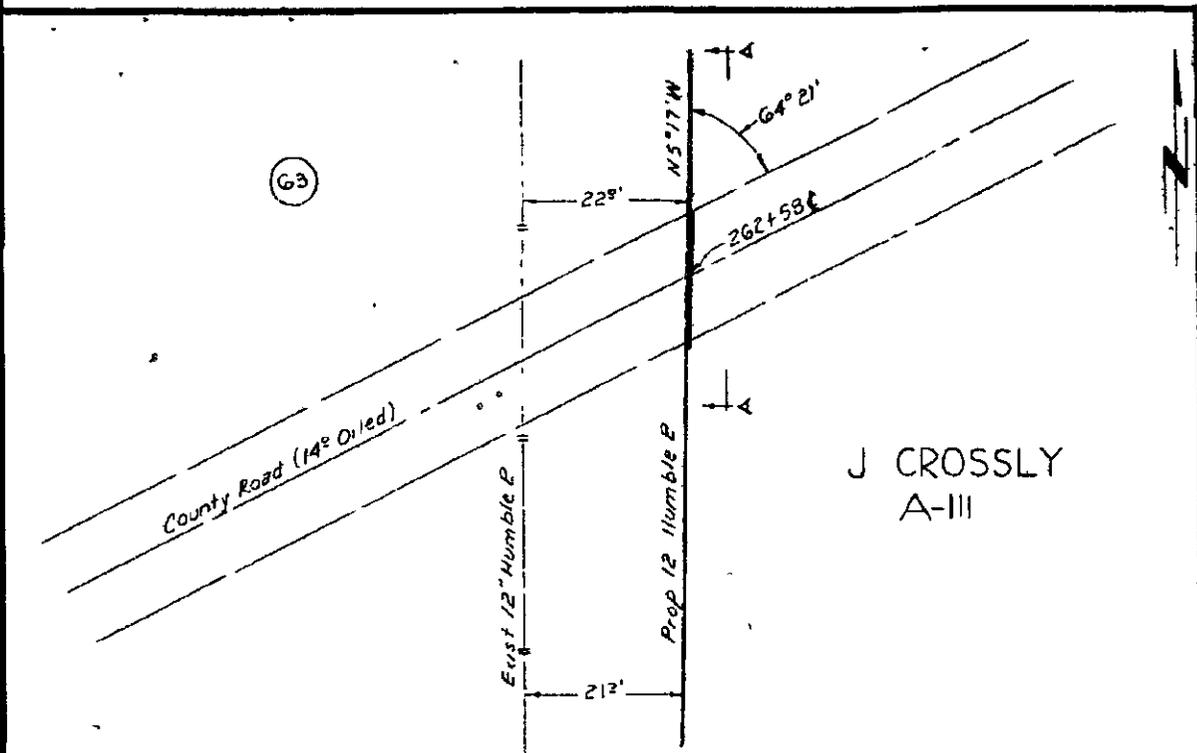
Dwg Ref STE-1514-2

EXING COUNTY ROAD IN SAMUEL STINSON A-472  
12' DIANA JUNCTION - LAKE O THE PINES LOOP  
HUMBLE INDUSTRIAL GAS SYSTEM UPSHUR CO, TEXAS

HUMBLE OIL & REFINING COMPANY  
EAST TEXAS DIVISION  
PRODUCTION DEPARTMENT  
HOUSTON TEXAS

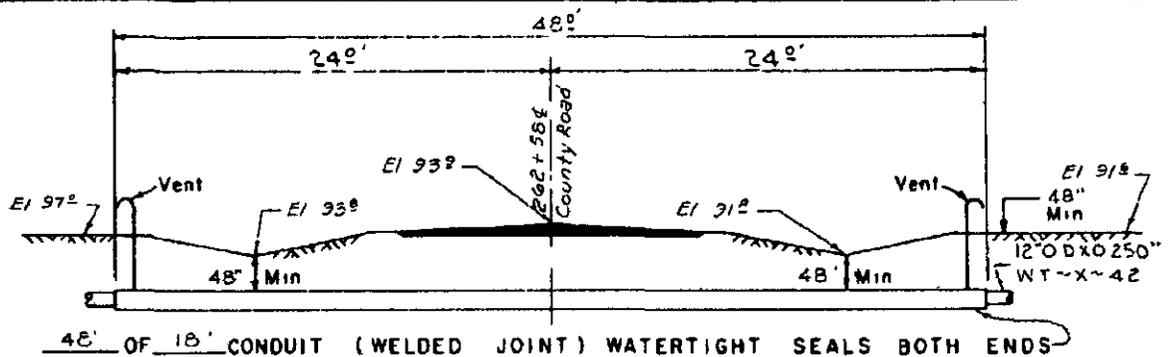
DRAWN <u>RJ LONG</u>	ENGR SECTION <u>CIVIL</u>	REVISED	SCALE <u>As Shown</u>	JOB NO <u>7775</u>	FILE NO <u>STA-4480-2</u>
CHECKED <u>JRW</u>	APPROVED <u>[Signature]</u>		DATE <u>3-8-68</u>		

229



F/N Ref Book No NG 776, page 22

SCALE 1" = 20'



**EXHIBIT "B" SECTION A-A**  
NO SCALE

Note Elevations Are Assumed

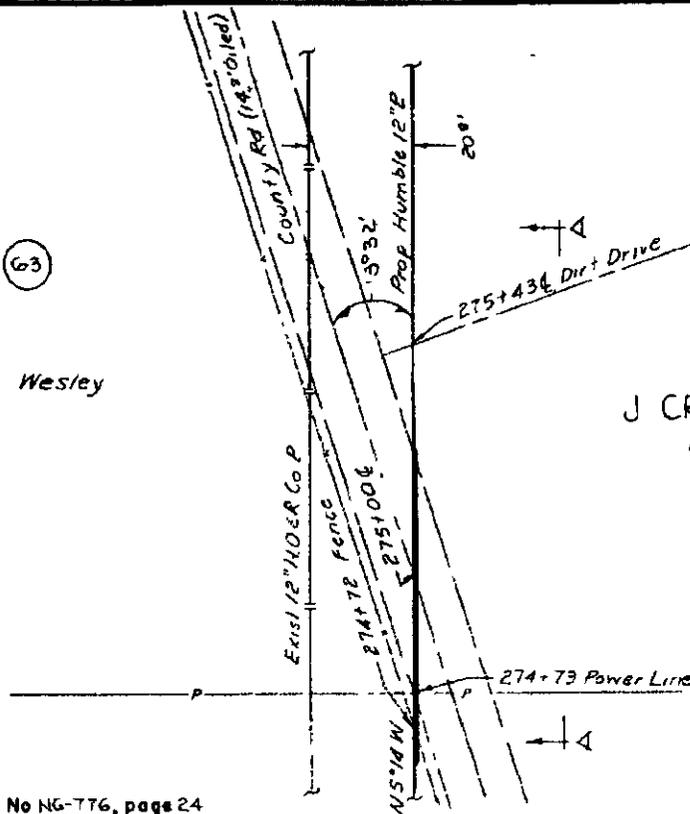
F/N Ref Book No NG-776, page 23

I hereby certify that this plot was prepared under my supervision from an actual survey made on the ground and that same is true and correct to the best of my belief <i>H. J. Moseley</i>		Insulators <u>5</u> Seals <u>2</u> Vents <u>2</u> Conduit <u>48</u> <u>18'</u> Length    Size    Weight	
EX-ING COUNTY ROAD IN J CROSSLY A-III 12" DIANA JUNCTION-LAKE O THE PINES LOOP HUMBLE INDUSTRIAL GAS SYSTEM UPSHUR CO, TEXAS		Dwg Ref. STE-1514-3 HUMBLE OIL & REFINING COMPANY EAST TEXAS DIVISION PRODUCTION DEPARTMENT HOUSTON, TEXAS	
DRAWN <u>RJ LONG</u> CHECKED <u>HER</u>	ENGR SECTION <u>CIVIL</u> APPROVED <u>HJM</u>	SCALE <u>AS SHOWN</u> DATE <u>3-8-68</u>	JOB NO <u>7775</u> FILE NO <u>STA 4480-4</u>

260

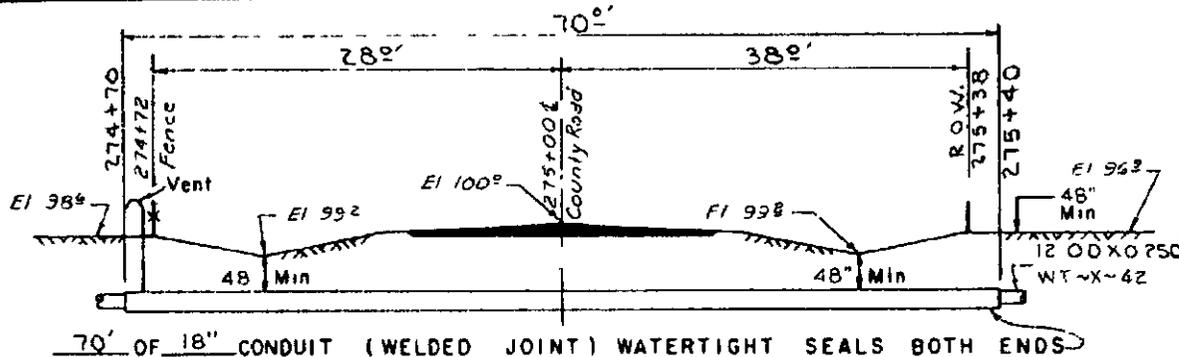
Willis Wesley

J CROSSLY  
A-III



F/N Ref Book No NG-776, page 24

SCALE 1" = 30'



**EXHIBIT "C" SECTION A-A**  
NO SCALE

Note Elevations Are Assumed

F/N Ref Book No NG 776, page 25

I hereby certify that this plot was prepared under my supervision from an actual survey made on the ground and that same is true and correct to the best of my belief

*J. Crossly*

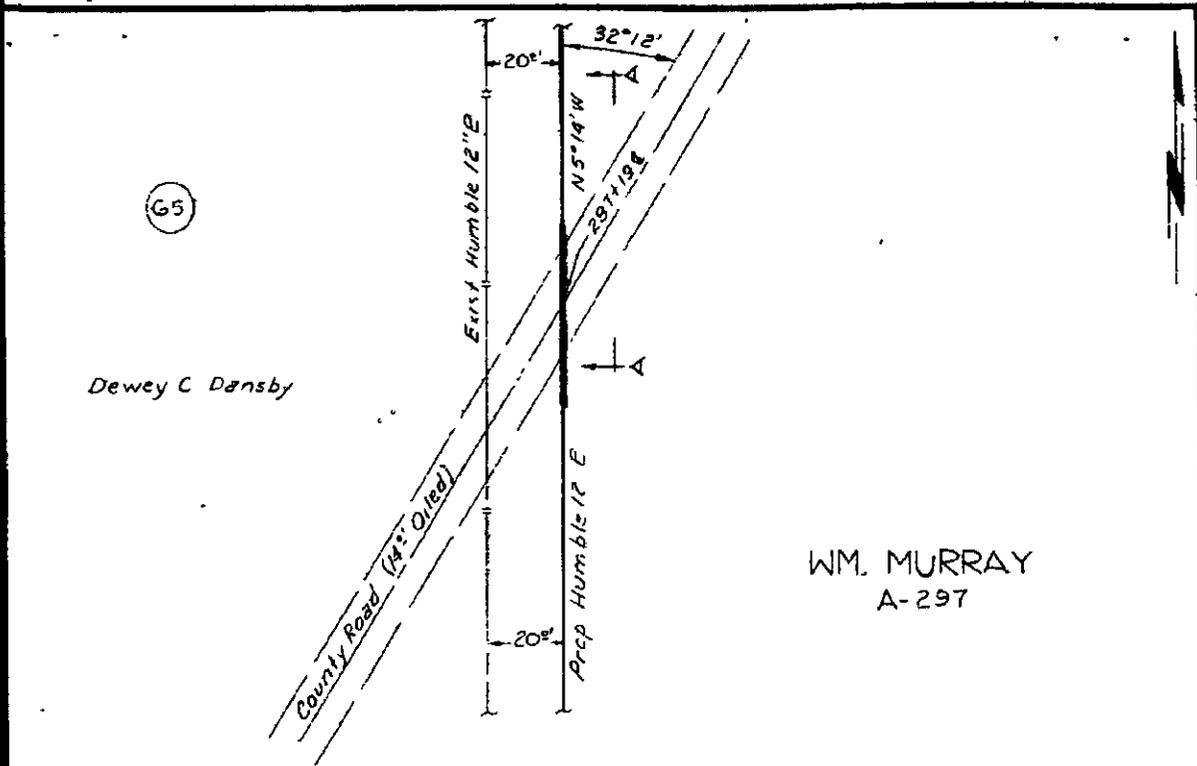
Insulators	5
Seals	2
Vents	2
Conduit	70' 18'
	Length Size Weight

Dwg Ref. STE-1514-3

EX-ING COUNTY ROAD IN J CROSSLY A-III  
12' DIANA JUNCTION-LAKE O THE PINES LOOP  
HUMBLE INDUSTRIAL GAS SYSTEM UPSHUR CO, TEXAS

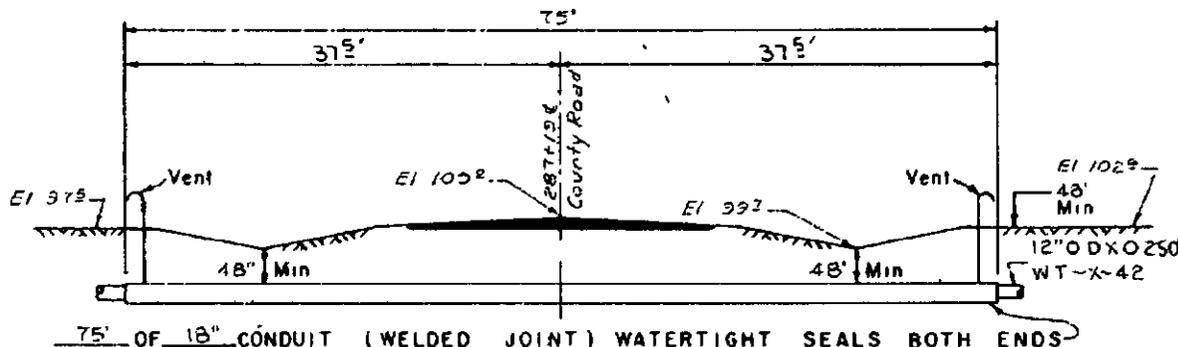
HUMBLE OIL & REFINING COMPANY  
EAST TEXAS DIVISION  
PRODUCTION DEPARTMENT  
HOUSTON TEXAS

DRAWN R J LONG	ENGR SECTION CIVIL	REVISD	SCALE AS SHOWN	JOB NO 7775	FILE NO STA-4480-5
CHECKED J.R.L.	APPROVED J.T.C.		DATE 3-8-68		



F/N Ref Book No NG-776, page 26

SCALE 1" = 40'



75' OF 18" CONDUIT (WELDED JOINT) WATERTIGHT SEALS BOTH ENDS

**EXHIBIT "D" SECTION A-A.**

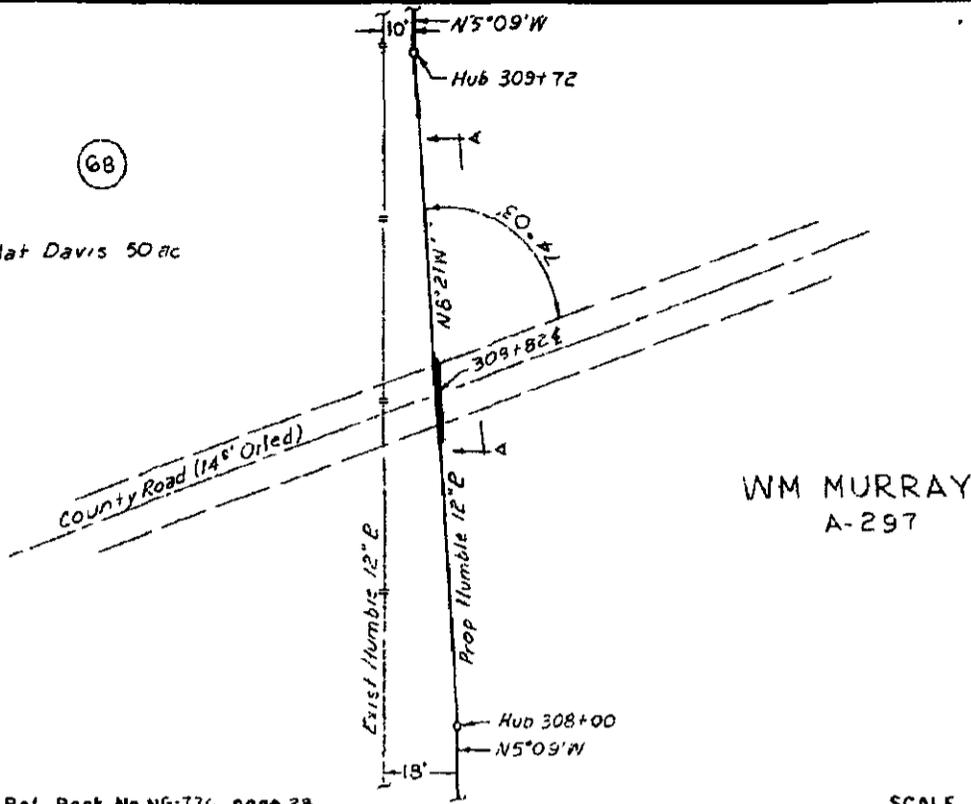
NO SCALE

NOTE Elevations Are Assumed

F/N Ref Book No NG-776, page 27

I hereby certify that this plot was prepared under my supervision from an actual survey made on the ground and that same is true and correct to the best of my belief <i>J. N. Massey, Jr.</i>		Insulators <u>6</u>	
		Seals <u>2</u>	Vents <u>2</u>
		Conduit <u>75'</u> <u>18"</u>	
		Length Size Weight	
		Dwg Ref STE 1514-3	
EX-ING COUNTY ROAD IN WM MURRAY, A-297 12' DIANA JUNCTION-LAKE O' THE PINES LOOP HUMBLE INDUSTRIAL GAS SYSTEM UPSHUR CO, TEXAS		HUMBLE OIL & REFINING COMPANY EAST TEXAS DIVISION PRODUCTION DEPARTMENT HOUSTON TEXAS	
DRAWN <u>RJ LONG</u>	ENGR SECTION <u>CIVIL</u>	REVISION	SCALE <u>AS SHOWN</u>
CHECKED <u>JEW</u>	APPROVED <u>J. N. Massey, Jr.</u>		JOB NO <u>7775</u>
		DATE <u>3-8-68</u>	FILE NO <u>STA-4480-6</u>

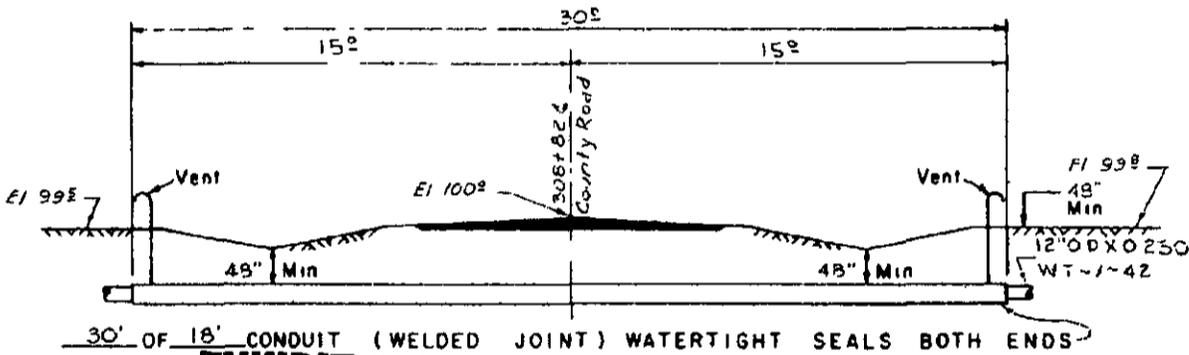
68  
Mat Davis 50 ac



WM MURRAY  
A-297

F/N Ref Book No NG-776, page 28

SCALE 1"=40'



**EXHIBIT "E" SECTION A-A**  
NO SCALE

NOTE Elevations Are Assumed

F/N Ref Book No NG 776, page 27

I hereby certify that this plot was prepared under my supervision from an actual survey made on the ground and that same is true and correct to the best of my belief

*[Signature]*

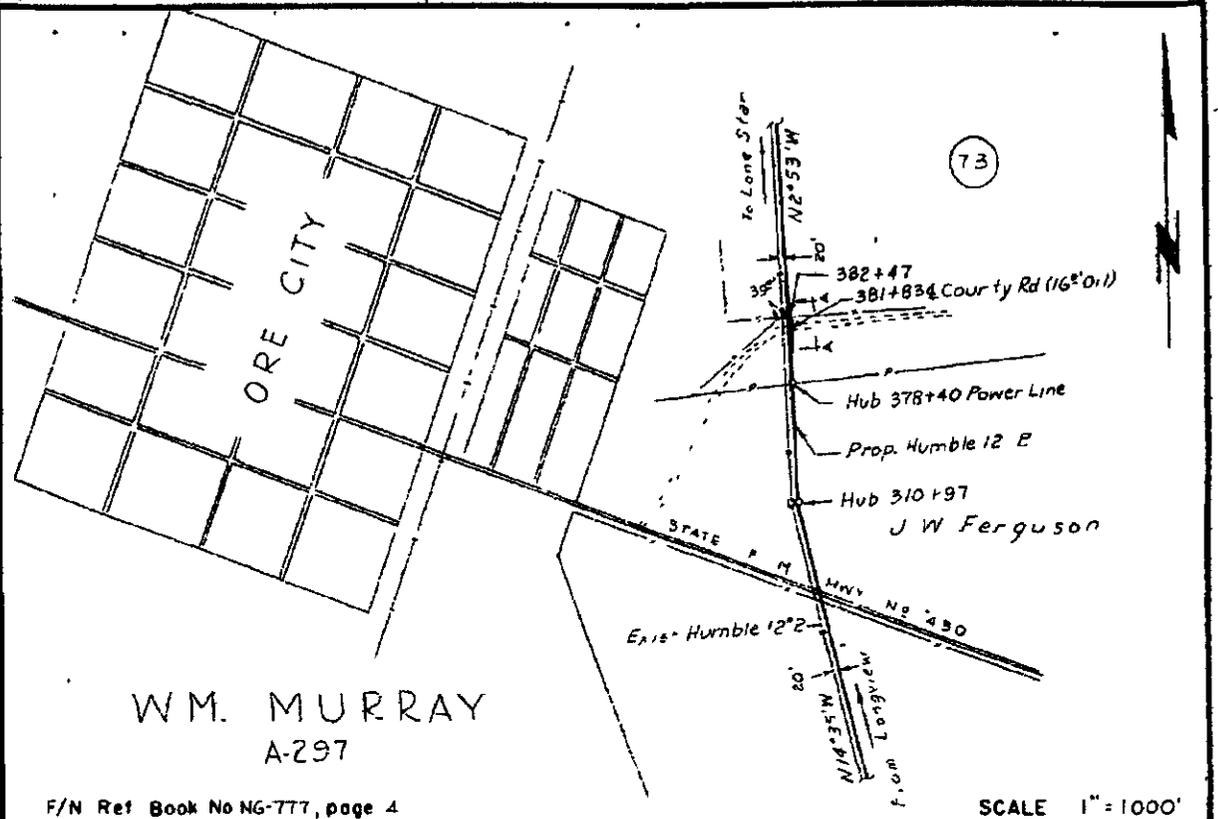
Insulators	3	
Seals	2	Vents 2
Conduit	30'	18'
	Length	Size Weight

Dwg Ref. STE-1514-3

EX-ING COUNTY ROAD IN WM MURRAY A-297  
12' DIANA JUNCTION-LAKE O THE PINES LOOP  
HUMBLE INDUSTRIAL GAS SYSTEM UPSHUR CO, TEXAS

HUMBLE OIL & REFINING COMPANY  
EAST TEXAS DIVISION  
PRODUCTION DEPARTMENT  
HOUSTON TEXAS

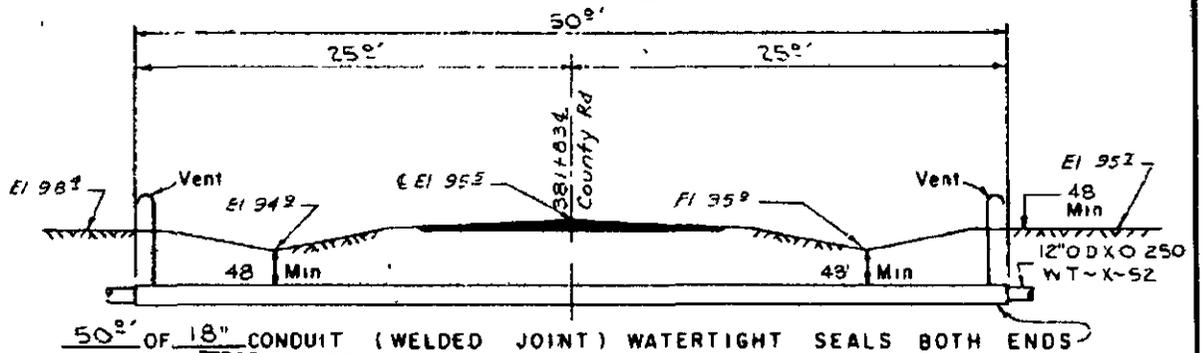
DRAWN R J LONG	ENGR SECTION CIVIL	REVISED	SCALE AS SHOWN	JOB NO 7775	FILE NO STA-4480-7
CHECKED <i>[Signature]</i>	APPROVED <i>[Signature]</i>		DATE 3-8-68		



WM. MURRAY  
A-297

F/N Ref Book No NG-777, page 4

SCALE 1" = 1000'



**EXHIBIT "F"** SECTION A-A  
NO SCALE

Note Elevations Are Assumed

F/N Ref Book No NG-777, page 5

I hereby certify that this plot was prepared under my supervision from an actual survey made on the ground and that same is true and correct to the best of my belief.

*J. N. Massey*

Insulators	5
Seals	2
Vents	2
Conduit	50' 18" Length Size Weight

Dwg Ref STE-1514-4

EXISTING COUNTY ROAD IN WM MURRAY A-297  
12" DIANA JUNCTION - LAKE O THE PINES LOOP  
HUMBLE INDUSTRIAL GAS SYSTEM UPSHUR CO, TEXAS

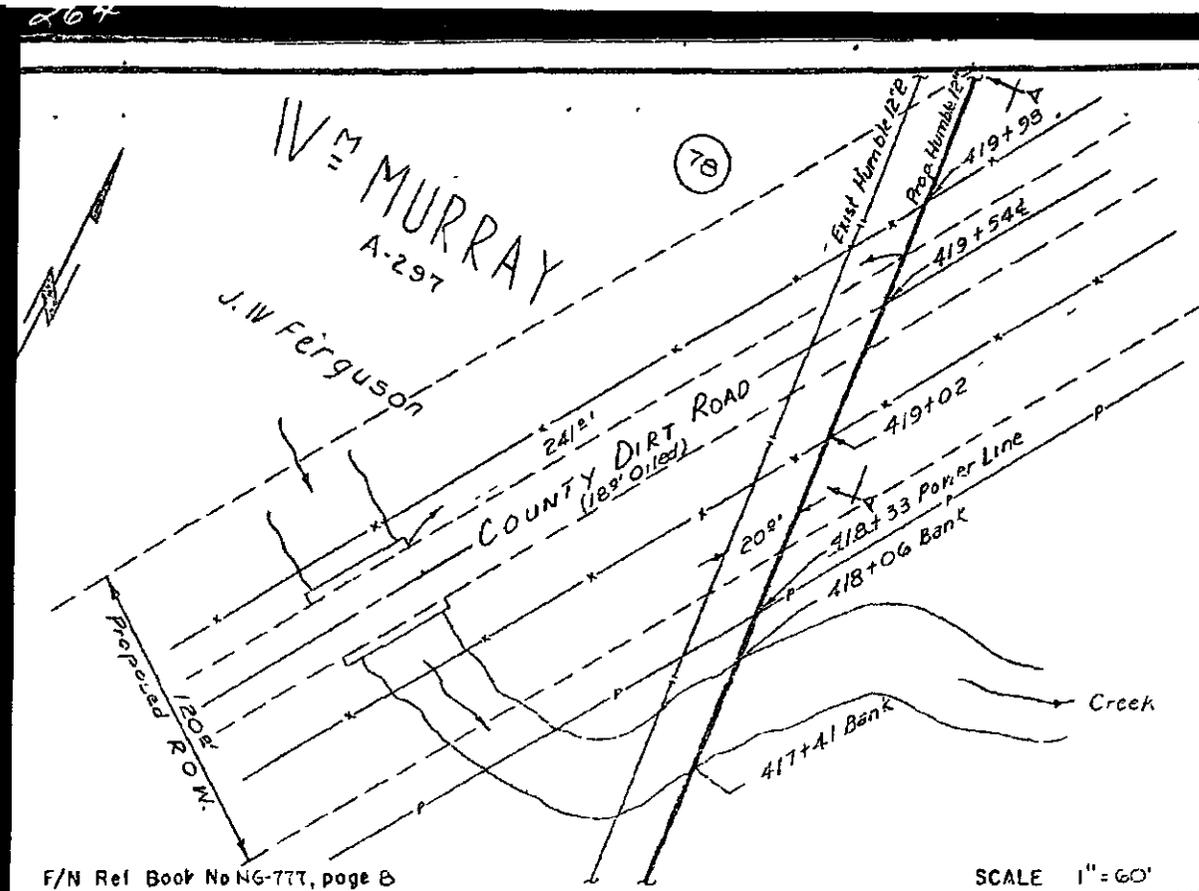
HUMBLE OIL & REFINING COMPANY  
EAST TEXAS DIVISION  
PRODUCTION DEPARTMENT  
HOUSTON, TEXAS

DRAWN RJ LONG  
CHECKED JRW

ENGR. SECTION CIVIL REVISED \_\_\_\_\_  
APPROVED JTW

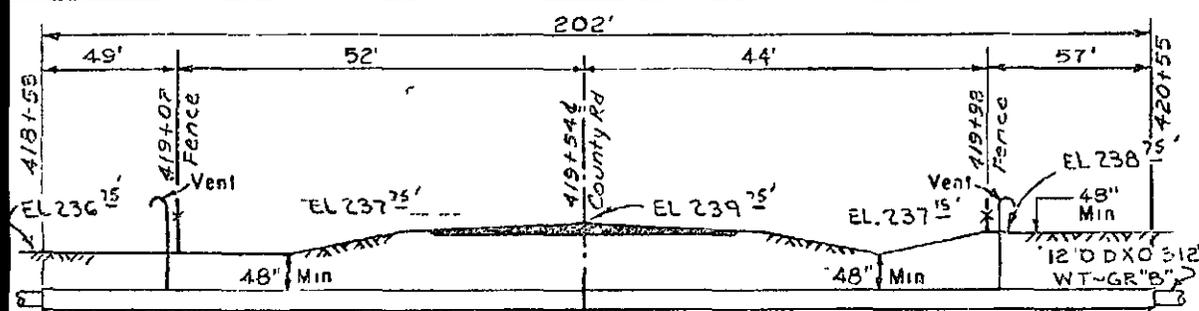
SCALE AS SHOWN  
DATE 3-8-68

JOB NO	FILE NO
7775	STA-4480-11



F/N Ref Book No NG-777, page B

SCALE 1" = 60'



202' OF 18' CONDUIT (WELDED JOINT) WATERTIGHT SEALS BOTH ENDS

**EXHIBIT "G"**

**SECTION A-A**

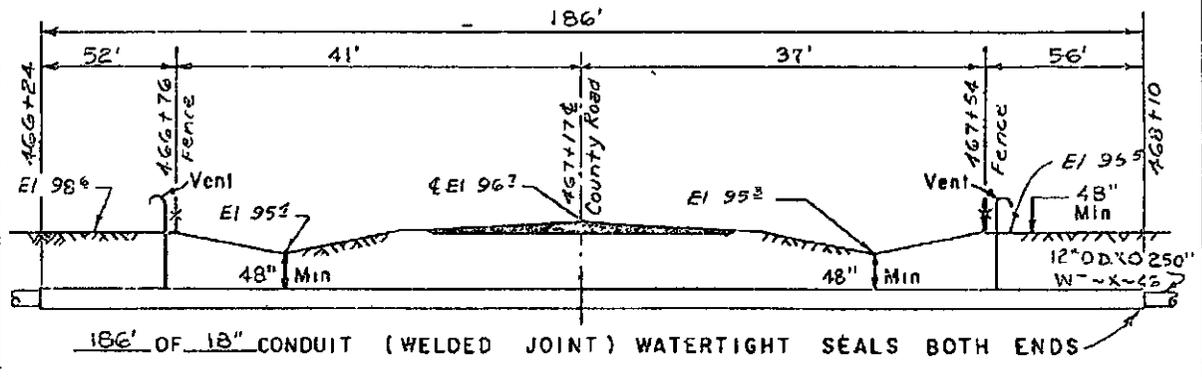
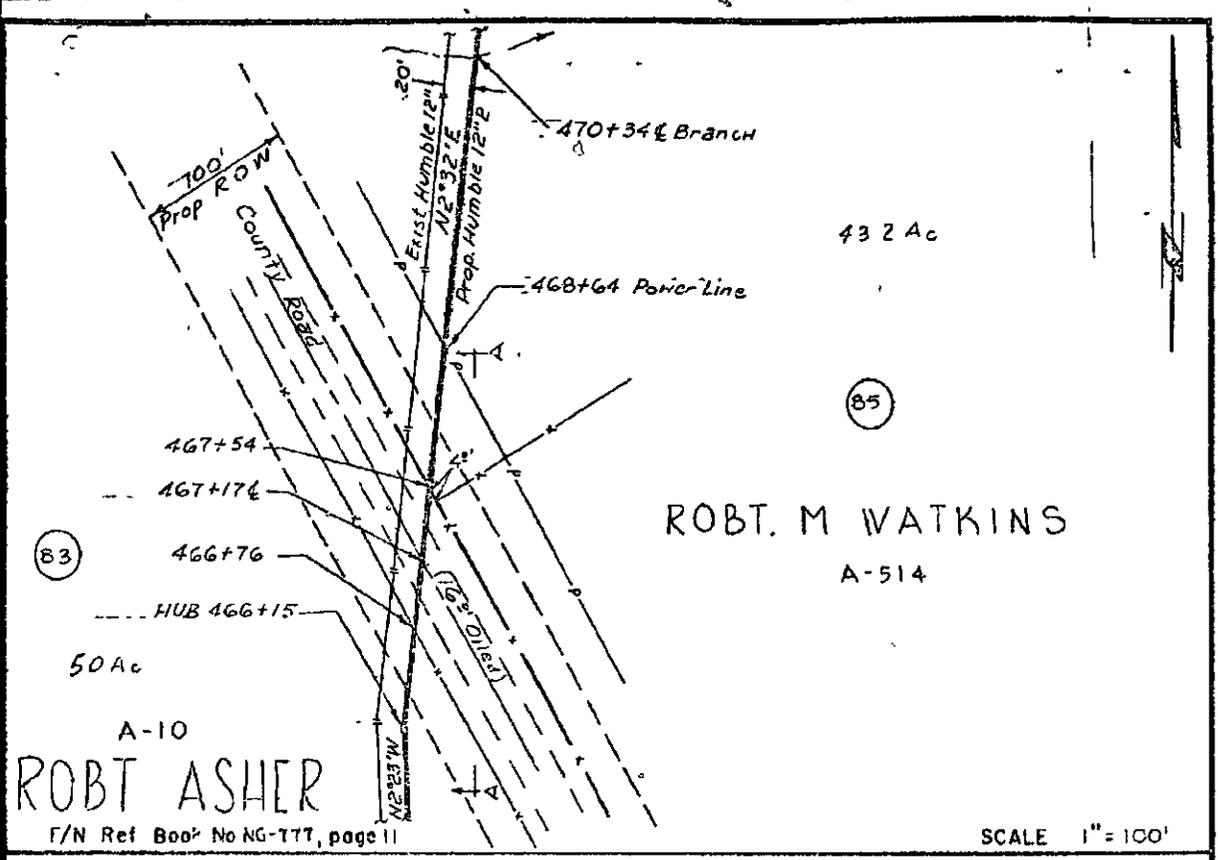
NO SCALE

NOTE Elevations Are True

F/N Ref Book No NG-777, page

I hereby certify that this plat was prepared under my supervision from an actual survey made on the ground and that same is true and correct to the best of my belief		Insulators <u>15</u>	
		Seals <u>2</u>	Vents <u>2</u>
		Conduit <u>202' 18"</u>	<u>59.03</u>
		Length	Size Weight
		Dwg Ref STE-1514-4	
EXING COUNTY ROAD IN WM. MURRAY A-297 12" DIANA JUNCTION LAKE O THE PINES LOOP HUMBLE INDUSTRIAL GAS SYSTEM UPSHUR CO, TEXAS		HUMBLE OIL & REFINING COMPANY EAST TEXAS DIVISION PRODUCTION DEPARTMENT HOUSTON TEXAS	
DRAWN <u>R J LONG</u>	ENGR SECTION <u>CIVIL</u>	SCALE <u>AS SHOWN</u>	JOB NO <u>7775</u>
CHECKED <u>JLW</u>	APPROVED <u>JLM</u>	DATE <u>3-8-65</u>	FILE NO <u>STA-4480-12</u>

265



**EXHIBIT "H"**

**SECTION A-A**  
NO SCALE

Note: Elevations Are Assumed

F/N Ref Book No NG 777, page 12

I hereby certify that this plot was prepared under my supervision from an actual survey made on the ground and that same is true and correct to the best of my belief.	Insulators <u>14</u>	
	Seals <u>2</u>	Vents <u>2</u>
	Conduit <u>186'</u> <u>18"</u> <u>59.03#</u> Length Size Weight	
Dwg Ref STE 1514-4		
EXING COUNTY ROAD IN R ASHER A-10 & RM WATKINS A-514 12" DIANA JUNCTION-LAKE O THE PINES LOOP HUMBLE INDUSTRIAL GAS SYSTEM UPSHUR Co, TEXAS.		HUMBLE OIL & REFINING COMPANY EAST TEXAS DIVISION PRODUCTION DEPARTMENT HOUSTON, TEXAS
DRAWN <u>RJ LONG</u>	ENGR SECTION <u>CIVIL</u>	SCALE <u>AS SHOWN</u>
CHECKED <u>[Signature]</u>	APPROVED <u>[Signature]</u>	DATE <u>3-8-68</u>
		JOB NO <u>7775</u>
		FILE NO <u>STA-4480-13</u>

266

ORGANIZATION OF BOARD OF EQUALIZATION

BE IT REMEMBERED that on this the 13 day of May 19 68, the Commissioners' Court of Upshur County, Texas, was duly convened as a Board of Equalization, at the regular meeting place at the Court House in the town of Gilmer, Upshur County, Texas, for the purpose of equalizing the value of all taxable property, located in said County, for the purposes of taxation for the year 19 68, with ~~11~~<sup>4</sup> members of said Court, viz.

J. O. Duncan County Judge  
~~Jim Shockey~~ Commissioner, Precinct #1  
Bryant Holmes Commissioner, Precinct #2  
Milton Langford Commissioner, Precinct #3  
A. D. Hackler Commissioner, Precinct #4

present and participating, EXCEPT JIM SHOCKEY, WHOSE ABSENCE WAS EXPLAINED BY CERTIFICATE OF DE J. L. FENLOW AS PROVIDED BY LAW, ATTACHED HERETO

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

J. O. Duncan, Bryant Holmes  
 "I, Milton Langford, A. D. Hackler, a member of the Board of Equalization of Upshur County, Texas, for the year A.D., 19 68, hereby solemnly swear:

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

Upshur County, Gilmer, Texas  
13 Day of May, 19 68.

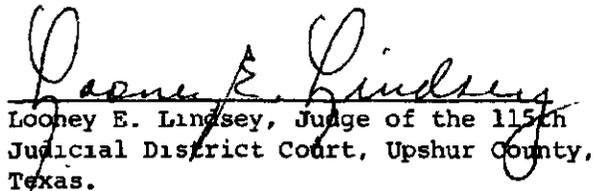
## TO WHOM IT MAY CONCERN:

This is to certify that Jim Shockey, Commissioner of Upshur County, Texas, is under my care with a heart condition. I have referred him to a specialist in Houston, Texas where he is undergoing treatment. Due to his condition, he will not be able to attend the regular meeting of the Commissioners' Court on Monday, May 13, 1968.

SIGNED AND CERTIFIED this 9 day of May, 1968, at Gilmer, Texas.



The above certification of Dr. J. L. Fenlaw, a duly licensed physician of Gilmer, Texas, is hereby approved by me this 11 day of May, 1968.



Looney E. Lindsey, Judge of the 115th  
Judicial District Court, Upshur County,  
Texas.

268

OATH OF BOARD OF EQUALIZATION

"I, as a member of the Board of Equalization of Upshur County, Texas, for the year A.D., 19 68, hereby solemnly swear:

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

J. G. Duncan
County Judge

Jim Shockey
Commissioner Precinct #1

Bryant Holmes
Commissioner Precinct #2

Milton Langford
Commissioner Precinct #3

A. D. Hackler
Commissioner Precinct #4

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 13 day of

May, 19 68, by
County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Each.

O. W. Lloyd, Jr.
County Clerk Upshur County, Texas

13 day of May, 19 68.

NOTICE OF EQUALIZATION

In obedience to the order of the Board of Equalization regularly convened and sitting, notice is hereby given that said Board of Equalization will be in session at its regular meeting place in the Court House in the town of Gilmer, Upshur County, Texas, at 10:00 A.M., on Monday, the 15 day of July 19 68, for the purpose of determining, fixing and equalizing the value of any and all taxable property located in Upshur County, Texas, for taxable purposes for the year 19 68, and any and all persons interested or having business with said Board are hereby notified to be present.

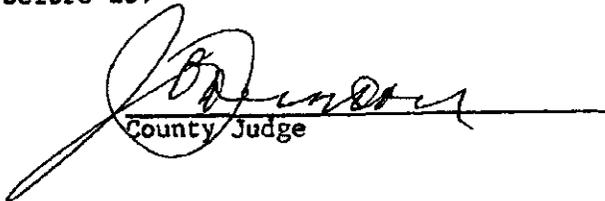
O.W. Boyd by V. H.  
 County Clerk, Upshur  
 County, Texas.

Upshur County, Gilmer Texas,  
13 day of May, 19 68.

ORDER RECESSING BOARD OF EQUALIZATION

BE IT REMEMBERED, that the Board of Equalization for  
Upshur County, Texas, having been regularly  
 convened and BEING IN SESSION ON THIS THE 13 day of  
May A.D., 1968, the following order was upon  
 motion of Commissioner Holmes, duly  
 seconded by Commissioner Langford unanimously  
 carried and adopted, to-wit:

There being no further business now necessary to be  
 transacted by said Board of Equalization, it is ordered  
 that said Board do now recess until 10:00 A.M., the 15  
 day of July A.D., 1968, at which time said  
 Board of Equalization will further resume the transaction of such  
 business as may then come before it.

  
 \_\_\_\_\_  
 County Judge

Upshur County, Gilmer Texas.

13 day of May A.D., 1968.

ORDER RECESSING BOARD OF EQUALIZATION

BE IT REMEMBERED, that the Board of Equalization for  
Upshur County, Texas, having been regularly  
convened and BEING IN SESSION ON THIS THE 13 day of  
May A.D., 19 68, the following order was upon  
motion of Commissioner Holmes, duly  
seconded by Commissioner Langford unanimously  
carried and adopted, to-wit:

There being no further business now necessary to be  
transacted by said Board of Equalization, it is ordered  
that said Board do now recess until 10:00 A.M., the 15  
day of July A.D., 19 68, at which time said  
Board of Equalization will further resume the transaction of such  
business as may then come before it.

  
County Judge

Upshur County, Gilmer Texas.

13 day of May A.D., 19 68.



# DEPUTATION

## THE STATE OF TEXAS

County of UPSHUR } I. O. W. Loyd  
 County Clerk of the County of Upshur and State of Texas, having  
 full confidence in Kay Talley of said County and State, do hereby  
 with the consent of the Commissioners' Court of Upshur County, Texas, duly entered hereon,  
 nominate and appoint the said Kay Talley my true and  
 lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said  
Kay Talley of said County and State, hereby ratifying  
 and confirming any and all such acts and things lawfully done in the premises by virtue hereof

Witness my hand, this 15th day of May 1968

*I. O. W. Loyd*

of Upshur County, Texas.

## THE STATE OF TEXAS,

County of UPSHUR } BEFORE ME  
 in and for Upshur County, Texas,  
 on this day personally appeared O. W. Loyd

known to me to be  
 the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same  
 for the purposes and considerations therein expressed

GIVEN under my hand and seal of office at Gilmer, Texas,  
 this 15th day of May 1968

*Esther Beck*  
 Notary Public in and for  
 Upshur County, Texas

### OATH OF OFFICE

"I, Kay Talley

do solemnly swear (or affirm), that I will faithfully execute the duties of the office of  
Deputy County Clerk  
 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"

Subscribed and sworn to before me, this 15th day of May 1968

*Kay Talley*

*Esther Beck*  
 Notary Public in and for  
 Upshur County, Texas

NOTE: Article 18, Section 1, of the Constitution before amendment in November 1903 was worded differently as to persons elected and those appointed to office. This Article, as amended, makes no such provision, so all officers, whether elected or appointed, take the same oath.

May 27, 1968

Commissioners' Court met in special session with all members present. Motion by A. D. Hackler, second by Bryant Holmes to release from Depository Pledge of Farmers & Merchants National Bank, Gilmer the following securities:

\$5000.00 City of Rusk, Texas, 4% W & S Refunding and Improvement Bonds; Series 1961.

\$5000.00 City of Irving, Texas, 3.375% W & S Revenue Bonds; Series 1956.

Motion carried. Securities held by First National Bank, Dallas, Texas, on Receipt numbers A67702 and A 67686.

---

*Bryant Holmes*  
*M. H. Langford*  
*A. D. Hackler*

The Commissioners' Court of Upshur County, Texas, met in session and canvassed the votes from the West Mountain City election and determined as follows:

<u>Mayor</u>	Johnnie Blear - 51 votes
<u>Aldermen</u>	Clinton Clark - 50 votes
	Hugh Reeves - 50 votes
	Jesse Bailey - 50 votes
	Frank Elders - 49 votes
	Bob Chaffin - 50 votes
<u>City Marshal</u>	Thomas Mackey - 8 votes
	Thomas Johnson - 34 votes
	Ernie Knutson - 2 votes
	Travis Loyd - 8 votes

A motion was made by Bryant Helms and seconded by W. L. Langford to accept the count of the votes as determined by the Election Judge and the Officials. Motion carried. Dated May \_\_\_\_\_, 1968.

[Signature]  
County Judge

\_\_\_\_\_  
Commissioner  
[Signature]  
Commissioner  
[Signature]  
Commissioner

\_\_\_\_\_  
Commissioner



**UPSHUR COUNTY COMMISSIONERS COURT**  
GILMER, TEXAS

June 3, 1968

I, L. G. McKinley, County Judge, Upshur County, Texas do hereby appoint Maye Shockey County Commissioner of Precinct number 1 Upshur County, Texas to fill the unexpired term of Jim Shockey.

[Signature]  
L. G. McKinley  
County Judge  
Upshur County  
Gilmer, Texas

THE STATE OF TEXAS  
COUNTY OF UPSHUR

X  
X

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Jim Shockey, the duly elected and qualified County Commissioner of Precinct No. One, of Upshur County, Texas died on May 28, 1968; and

WHEREAS, the term of office to which the said Jim Shockey was elected at the time of his death was to expire on December 31, 1968; and

WHEREAS, under the Constitution of the State of Texas and under Article 2341, V.A.T.S., the County Judge of Upshur County, Texas has the duty and responsibility of filling a vacancy occurring in the office of County Commissioner of Upshur County:

THEREFORE, pursuant to the authority vested in me, as County Judge of Upshur County, Texas, I hereby appoint Maye Shockey as County Commissioner of Precinct No. One, of Upshur County, Texas, which appointment shall be for a term ending on December 31, 1968, which appointment shall be effective upon the said Maye Shockey giving bond and qualifying as the law provides and as such County Commissioner, she shall perform all duties as are or may be imposed upon her by law regarding the office of County Commissioner of Precinct No. One, of Upshur County, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of June, A. D. 1968.

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

APPLICATION FOR ELECTION TO INCORPORATE

THE STATE OF TEXAS )  
COUNTY OF UPSHUR )

TO THE HONORABLE COUNTY JUDGE OF UPSHUR COUNTY, TEXAS:

WE, the undersigned petitioners, respectfully represent:

1. That we are residents of the Town of Diana, situated in Upshur County, Texas.

2. That the said Town is not incorporated for municipal purposes and no portion of said proposed municipal Corporation is situated within or within the extra-territorial jurisdiction of any other municipal corporation.

3. That said petition is signed by more than twenty (20) residents of the area hereinafter described who are qualified voters under the provisions of Chapter 11 of Title 28, R.C.S. of Texas, 1925, as amended.

4. That the said Town of Diana has more than 200 and less than 10,000 inhabitants, to-wit: about 600 inhabitants.

5. That the inhabitants of said Town desire that said Town shall be incorporated for municipal purposes as a Town within the boundaries hereinafter described by metes and bounds, in accordance with the provisions of applicable law (particularly Chapter 11 of Title 28, R.C.S. of Texas, 1925, as amended), and that said Town when incorporated to be known as the Town of Diana.

6. That the territory proposed to be so incorporated is described by metes and bounds as follows:

Beginning at a stake in the South boundary line of the James M. Dunn Survey, and the North boundary line of the James Scott Survey at the Southwest corner of the W.S. Jones 100 ac tract, said corner being also the Southeast corner of the E C. Logan original 100 acre tract of land;

THENCE North 1285' to a stake for corner in the North and West corner of the W S. Jones 100 ac tract, said corner also being the South West corner of the H.S. McKellar 100 ac tract;

THENCE East 1320' along the North boundary line of the WS Jones property 100 ac tract; also being the South boundary line of the H.S. McKellar 100 ac tract of land;

THENCE North and East 2360' to a stake for corner in the NBL of W.M. Shettlesworth 100 acre tract; said corner also being on the SBL of H.S. McKellar, 58.5 acre tract,

THENCE East 200' to a stake for corner in the said H.S. McKellar tract, 58.5 acres; said corner also being the South West corner of the Gus Davis 10 acre tract;

THENCE North 1425' to a stake for corner in the North East corner of the said Davis tract;

THENCE East 75' to South West corner of H. S. McKellar tract;

THENCE North 1125' to a stake for corner in the North East corner of H.S. McKellar tract;

THENCE West 90' to a stake in the South West corner of D.I. Demaree 82.5 ac tract;

THENCE North and East 1125' to a stake for corner in the North East corner of D I. Demaree 82.5 ac tract, also being the SBL of L. George 58.5 acre tract;

THENCE West 1500' to a stake for corner along NBL of said Demaree 82.5 ac tract;

THENCE North 2605' to a stake for corner in the SBL of Harve Helms tract of land, said point to be West of the Northwest corner of the H.S. Martin 6.78 acre tract of land,

THENCE East 3280' to a stake for corner in the line between R.D. Helm land and W. M. Oliver land;

THENCE South 2605' to a stake for corner in the South line of a certain 10.63 acre tract of land deeded to L. George by W.A. Jones;

THENCE East 590' for corner in the North East corner of L. George tract, 10 ac;

THENCE South and West 11,975' along proposed Railway R-O-W to a stake for corner;

THENCE East 400' to a stake for corner;

THENCE South 910' to a stake for corner;

THENCE East 450' to a stake for corner;

THENCE South 1075' to a stake for corner;

THENCE West 625' to a stake for corner;

THENCE North 200' to a stake for corner;

THENCE West 2800' to a stake for corner;

THENCE North 2600' to a stake for corner;

THENCE West 1080' crossing the T.F. Stockey, 50 ac tract; to a point for corner;

THENCE North 4015' to the place of beginning

7. That said territory is situated wholly within the County of Upshur and State of Texas.

8. That the area of said above described territory does not exceed two (2) square miles.

9. That there is attached hereto as a part of this petition a plat of said territory, and all of the territory above described is intended to be used strictly for town purposes.

10. No election to incorporate substantially the same area has been held or ordered within the past twelve (12) months.

WHEREFORE, we respectfully ask that an election be ordered, under the provisions of the statutes, within said Town for the purpose of determining whether or not the same shall be incorporated as a Town.

WHEREFORE, premises considered, your petitioners pray that an order be entered fixing the time and place at which an election be held as required by law and that Notice of such election be given as required by law.

SIGNED, this the 17 day of June, 1968.

*L. L. McHenry, Co. Judge*

J. L. Waight

Kathleen Knight

Billy G. Fleet

Claudia Mae Rodgers

Kenneth E. Winn

Mrs L. W. Phoenix

B. D. Rodgers

J. M. Oliver

J. B. Winn

Mrs J. B. Winn

Mrs O. C. Martin

W. B. Chasels

O. C. Martin

Bobby Richardson

Jerry Paul Stepp

Mrs Billy G. Fleet

Harold L. Brown

Mary Beth Winn

Tommy Jones

Bill Drazak

Daleys Hayswick

Henry B. Winn

Mrs H. B. Winn

James F. Winn

Adna Ann Winn

Larry J. Hemmes

Mrs Larry J. Hemmes

Mrs Bobby Richardson

Leland W. Phoenix

Filed for Record June 17, 1968 @ 8:55 A.M.  
Receipts on this June 20, 1968 @ 2:20 P.M. D. M. Smith, Co. Clerk  
Commissioner's Min. 14

NOTICE OF INCORPORATION ELECTION

THE STATE OF TEXAS

COUNTY OF UPSHUR

X  
X

TOWN OF DIANA

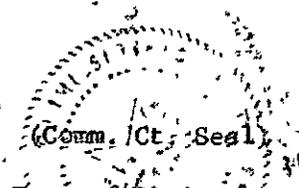
TO ALL PERSONS WHO HAVE ATTAINED THE AGE OF 21, WHO HAVE RESIDED  
WITHIN THE AREA OF THE PROPOSED TOWN OF DIANA, TEXAS, FOR SIX  
MONTHS NEXT PRECEDING 1968, AND WHO IS A QUALI-  
FIED VOTER UNDER THE GENERAL ELECTION LAWS OF THIS STATE:

Take notice that an election will be held on the 9  
day of July, 1968, within the area of the proposed Town of  
Diana, Texas, for the purpose of determining whether said Town  
shall be incorporated for municipal purposes under the pro-  
visions of Chapter 11 of Title 28, V.A.T.C.S., in accordance  
with the "ORDER FOR HOLDING ELECTION ON INCORPORATION OF THE  
TOWN OF DIANA" which was entered by the County Judge of Upshur  
County, Texas, which said order is attached hereto and made  
a part of this Notice for all purposes.

This notice is issued in conformity with the said order  
and applicable law.

TO CERTIFY WHICH, witness my official signature, this the  
17 day of June 1968.

*O. H. Reed*  
County Clerk, Ex-Officio Clerk of the  
Commissioners' Court of Upshur County



Form of Notice approved:  
*R. B. McHale*  
County Judge, Upshur Co., Texas



The Ballots for said election shall be prepared in sufficient number and in conformity with applicable law and printed thereon shall appear the following ballot proposition:

FOR CORPORATION

NO CORPORATION

A square shall be printed on the left of each of the foregoing statements and each voter shall place an "X" in the square beside the statement indicating the way he wishes to vote.

*Kathleen Wright* is hereby appointed as the officer to preside at the said election, and he shall appoint two judges and two clerks to assist in the holding of same.

The County Clerk of Upshur County shall conduct absentee voting at his office in the Courthouse, Diana, Texas, in accordance with Chapter 5, Election Code, V.A.T.C.S.

The Territory proposed to be included within the boundaries as a part of the incorporated Town of Diana (being the area described in the aforesaid application for election) is as follows:

Beginning at a stake in the South boundary line of the James M. Dunn Survey, and the North boundary line of the James Scott Survey at the Southwest corner of the W.S. Jones 100 ac tract, said corner being also the Southeast corner of the E C. Logan original 100 acre tract of land;

THENCE North 1285' to a stake for corner in the North and West corner of the W S. Jones 100 ac tract, said corner also being the South West corner of the H.S. McKellar 100 ac tract,

THENCE East 1320' along the North boundary line of the WS Jones property 100 ac tract; also being the South boundary line of the H.S. McKellar 100 ac tract of land;

THENCE North and East 2360' to a stake for corner in the NBL of W.M. Shettlesworth 100 acre tract; said corner also being on the SBL of H.S. McKellar, 58.5 acre tract;

THENCE East 200' to a stake for corner in the said H.S. McKellar tract, 58.5 acres; said corner also being the South West corner of the Gus Davis 10 acre tract;

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THENCE North 1125' to a stake for corner in the North East corner of H.S. McKellar tract;

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THENCE North and East 1125' to a stake for corner in the North East corner of D.I. Demaree 82.5 ac tract, also being the SBL of L. George 58 5 acre tract;

THENCE West 1500' to a stake for corner along NBL of said Demaree 82.5 ac tract;

THENCE North 2605' to a stake for corner in the SBL of Harve Helms tract of land, said point to be West of the Northwest corner of the H.S. Martin 6.78 acre tract of land;

THENCE East 3280' to a stake for corner in the line between R.D. Helm land and W. M. Oliver land;

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THENCE East 590' for corner in the North East corner of L. George tract, 10 ac;

THENCE South and West 11,975' along proposed Railway R-O-W to a stake for corner;

THENCE East 400' to a stake for corner;

THENCE South 910' to a stake for corner;

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THENCE North 200' to a stake for corner;

THENCE West 2800' to a stake for corner;

THENCE North 2600' to a stake for corner,

THENCE West 1080' crossing the T F Stockey, 50 ac tract;  
to a point for corner;

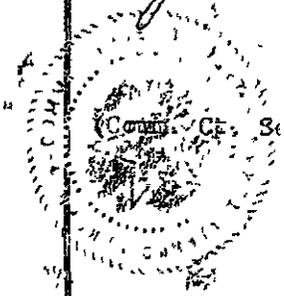
THENCE North 4015' to the place of beginning

285

A substantial copy of this order shall be sufficient notice of the said election, and ten (10) days notice of the time and place for holding the same shall be given by posting a substantial copy of this order in three public places within the boundaries of the said proposed town, such posting to be accomplished a full ten (10) days prior to the date set for the election. The County Clerk shall issue said notices and the Sheriff shall post the same in conformity with this order.

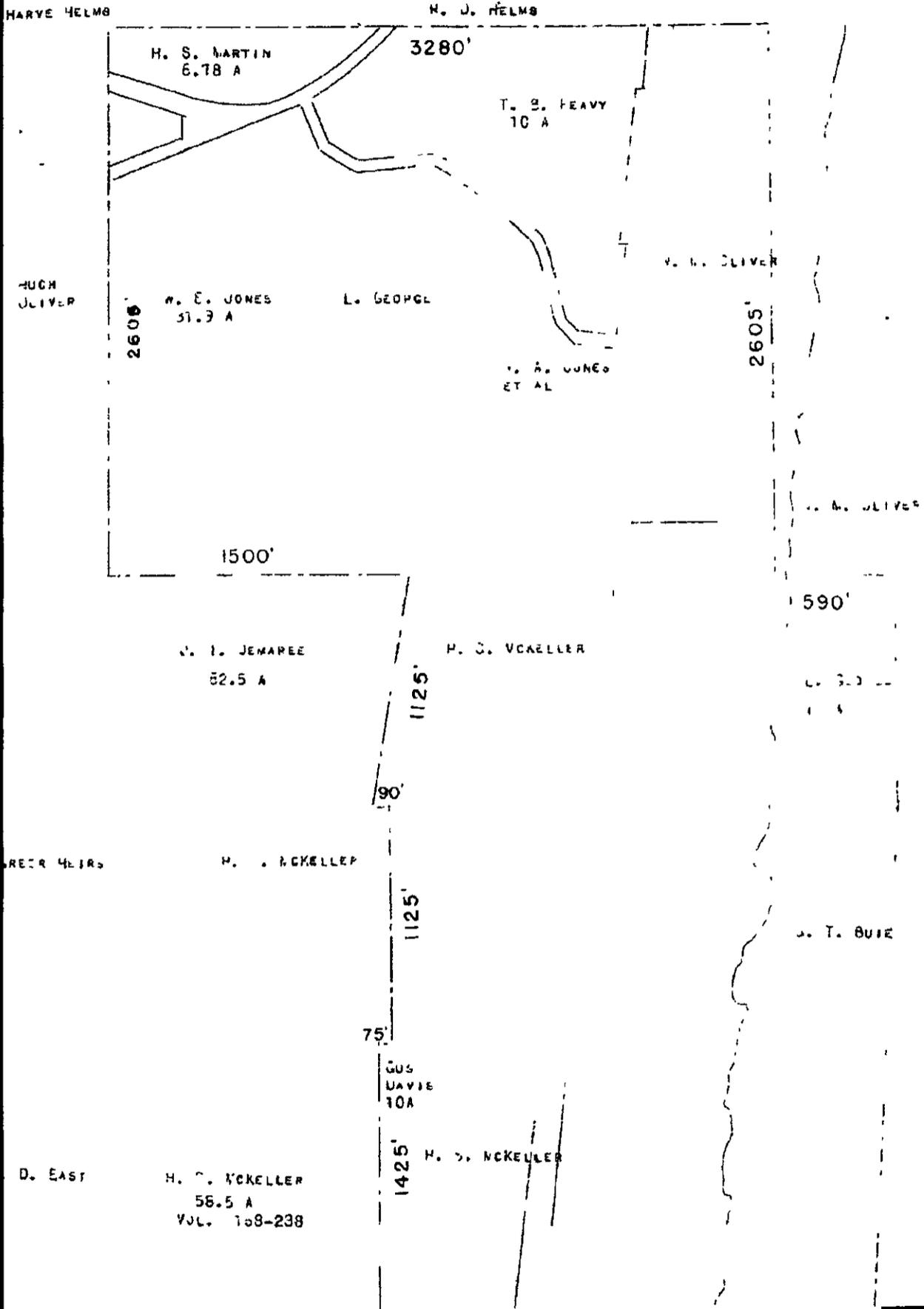
The County Clerk shall also place a copy of this order in the Minutes of the Commissioners' Court of Upshur County.

Witness my hand and seal of office this the 17 day of June, 1968.

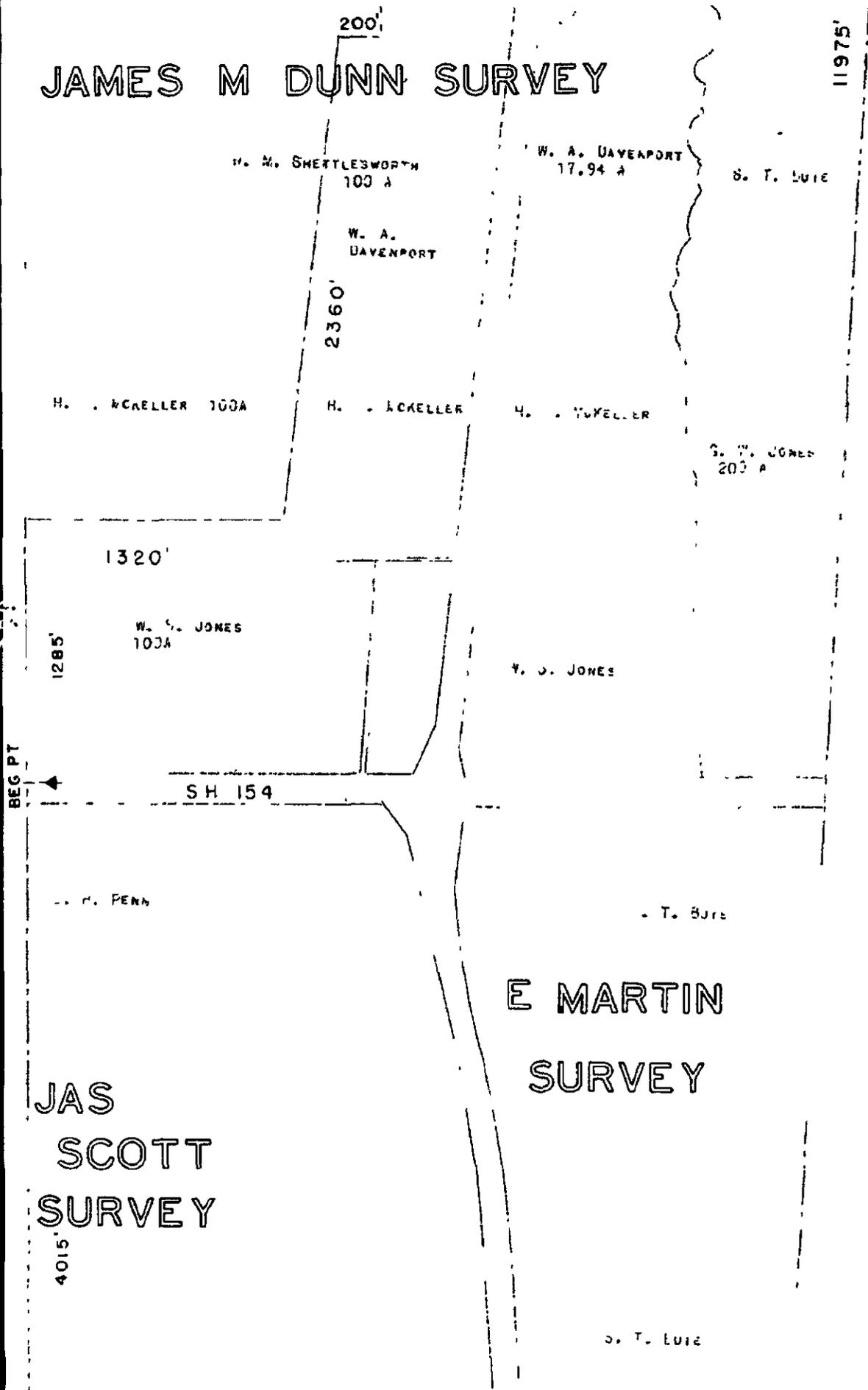


*L. H. McKeel*  
County Judge, Upshur County, Texas

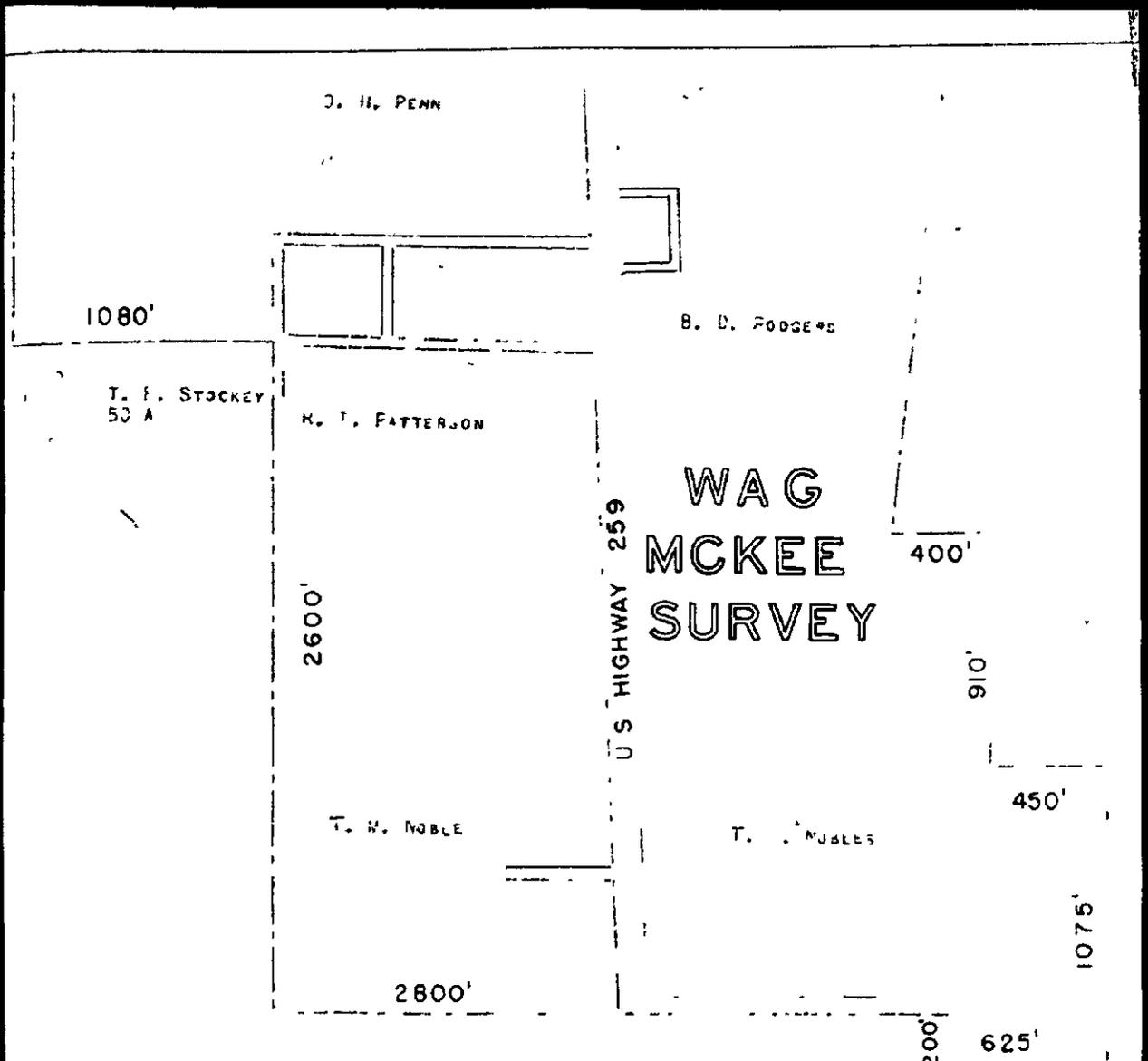
286



# JAMES M DUNN SURVEY



288



CITY OF  
**DIANA**  
 UPSHUR COUNTY  
**TEXAS**  
 MAY 1, 1968  
 SCALE 1" = 500'

FILED  
 JUN 17 AM 8 55  
 C. W. LOYD  
 CLERK, UPSHUR COUNTY

AFFIDAVIT OF POSTING

THE STATE OF TEXAS )

COUNTY OF )

TOWN OF DIANA

I the undersigned, Sheriff of Upshur County, Texas,  
DO HEREBY CERTIFY that the above and foregoing is a true and  
correct copy of the "NOTICE OF INCORPORATION ELECTION" issued  
by the County Clerk of Upshur County, Texas, giving notice  
of the election therein mentioned, and that I posted a true  
and correct copy of said notice at three different public  
places, to-wit:

- ONE COPY AT *Barber Shop*
- ONE COPY AT *Fire Station*
- ONE COPY AT *Martin's Cafe*

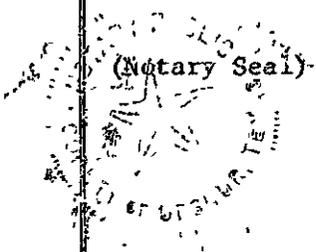
each within the boundaries of said proposed Town, on the  
day of *June*, 1968, which posting was done not less than ten  
(10) full days prior to the date fixed for said election.

*Doyle Johnson*  
Sheriff, Upshur County, Texas

By *Wesley Means* Deputy

*June* SWORN TO AND SUBSCRIBED before me, this the *17* day  
of *June*, 1968.

*Carrie Sue Craig*  
Notary Public in and for Upshur  
County, Texas



*Filed for Record June 17, 1968 @ 2:20 P.M.  
Recorded on this June 20, 1968 @ 2:30 P.M. Oth. Dept. Co. Clk.  
Upshur Co., Texas*