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**UPSHUR COUNTY COMMISSIONERS COURT**

**GILMER, TEXAS**

October 1, 1968

Commissioners Court met in special session with all members present. Motion made by M. L. Langford second by Bryant Holmes that amount to be paid per acre for land taken for Right of Way purposes be set at \$75.00 on Farm to Market Roads.

Motion carried.

L. H. McKindy  
Wayne Shockey  
Bryant Holmes  
M. L. Langford  
A. D. Hackler

October 14, 1968

Motion made by M. L. Langford second by A. D. Hackler to accept the budget for 1969 as presented.

L. H. McKindy  
Wayne Shockey  
Bryant Holmes  
M. L. Langford  
A. D. Hackler

THE STATE OF TEXAS

COUNTY OF UPSHUR

WHEREAS, the office of the County Auditor for Upshur County, Texas, has heretofore been established in conformity with law, and is now vacant, and it now becomes the duty of the District Judge having jurisdiction in Upshur County, Texas, to fill such vacancy by appointing a County Auditor; and

WHEREAS, the compensation of the County Auditor for Upshur County, Texas, has heretofore been set at an amount not less than that paid the County Tax Assessor-Collector per year and has been approved by the Commissioners' Court for that amount;

NOW, THEREFORE, I, Looney E. Lindsey, Judge, 115th Judicial District Court, the Court having jurisdiction in Upshur County, Texas, do hereby re-appoint Bruce Morris, Jr., a qualified person and citizen of Upshur County, Texas, as County Auditor of Upshur County, Texas; and he shall, before entering upon the duties of said office, take and subscribe the oaths prescribed by law, as set forth in Article 1649, Revised Civil Statutes of Texas, and enter into bond as therein provided, payable and conditioned as prescribed by law, and upon so qualifying, shall hold said office and discharge the duties thereof for a period of two years from the date he shall qualify under this appointment and until his successor shall be duly appointed and qualified.

The salary herein provided shall be paid in equal monthly installments at the end of each calendar month, as provided by law, and the said Bruce Morris, Jr. shall perform the duties prescribed for the office of the County Auditor and be subject to the provisions of law respecting his duties and tenure of office.

This order shall be entered in the minutes of the 115th District Court of Upshur County, Texas, and be certified by the Clerk of said Court to the Commissioners' Court of Upshur County, Texas, which shall cause the same to be entered in the minutes with appropriate order directing payment of the salary.

Witness my hand at Gilmer, Texas, this 1st day of October, 1968.

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

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October 1, 1968

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

\$4,000.00 City of Alvarado 4 1/2% Waterworks and Sewer Bonds, series of 1953. Maturing Oct. 1, 1968. Securities held by First National Bank, Dallas on Receipt #A63813.

Motion carried.

L. H. McKinley  
Maye Shockey  
Bryant Holmes  
M. L. Langford  
A. D. Hacker



**UPSHUR COUNTY COMMISSIONERS COURT**

GILMER, TEXAS

October 14, 1968

Commissioners Court met in regular session. Motion made and seconded to allow Mrs. Evelyn Simpson \$150.00 expenses to, Phoenix, Arizona to receive Distinguished Service Award at National Association of Extension Home Economists meeting. Motion Carried.

L. H. McKinley  
Maye Shockey  
Bryant Holmes  
M. L. Langford  
A. D. Hacker

CERTIFIED COPY OF EXCERPT FROM  
THE MINUTES OF THE REGULAR  
SESSION OF THE COMMISSIONERS  
COURT OF UPSHUR COUNTY, TEXAS

I, O. W. LOYD, County Clerk of Upshur County, Texas, hereby certify that I am the keeper of the records and minutes of the proceedings of the Commissioners Court of said county; that on October 14, 1968, the Commissioners Court met in regular session in the Commissioners Courtroom with the following officers and members present:

L. G. McKinley, County Judge  
Mrs. 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  
Bruce Morris, Jr., County Auditor.

During the course of the meeting it was brought out that at the last regular meeting held on September 9, 1968, the Commissioners Court had passed a resolution that the county's land in North Tract of Upshur County School Land, Abstract 557, Baylor & Throckmorton Counties, Texas, and South Tract of Upshur County School Land, Abstract 825, Throckmorton County, Texas, be advertised for lease for oil and gas; that Bruce Morris, Jr., County Auditor of Upshur County, Texas, give notice of the intention of the Commissioners Court to lease the land for oil, gas and other mineral purposes and request bids therefor; that such 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; that the 14th day of October, 1968, at 10 a.m. be designated as the time and that the Courtroom of the Commissioners Court in the Courthouse in Gilmer, Texas, be designated as the place for reception and consideration by the Commissioners Court of all bids submitted for the leasing of the lands or any portions thereof; that in view of the length of the description of the varying interests in the land, the full description be not set out in the notice but that the description be made available for examination by all interested parties in the office of the County Judge and that the Commissioners Court reserve the right to reject any and all bids.

It appearing that notice of intention to lease was published in The Gilmer Mirror, a newspaper of general circulation in Upshur County, as required by the Commissioners Court in the manner provided and that a description of the interests and tracts involved had been on file in the office of the County Judge at all times, the Commissioners Court considered the only bid for lease received, that of Jim Heydrick, dba Heydrick Petroleum Company.

Heydrick offered no cash bonus but submitted a lease containing a firm obligation to commence on or before February 28, 1969, the actual drilling of two wells on some part of North Tract of Upshur County School Land, Abstract 557, Baylor and Throckmorton Counties, Texas, and South Tract of Upshur County School Land, Abstract 825, Throckmorton County, Texas, at locations of lessee's choice, not necessarily on land owned by Upshur County, Texas. The lease further guarantees to Upshur County rentals in the amount of \$3,051.71 minus \$160.00 for each producing well drilled on county land (other than the first two wells provided for in the lease) The form having been considered by the Court and the Court being fully advised in the premises and being of the opinion that it was to the best interest of Upshur County, Texas, to accept the bid of the said Jim Heydrick, it was, upon motion duly made, seconded and passed,

"RESOLVED, That the bid of Jim Heydrick for a lease of the land of the county in North Tract of Upshur County School Land, Abstract 557, Baylor and Throckmorton Counties, Texas, and the South Tract of Upshur County School Land, Abstract 825, Throckmorton County, Texas, be accepted, that the lease be executed on behalf of the county by Bruce Morris, Jr. acting as leasing commissioner, the county judge and the county commissioners and that a copy of the lease be included in and made a part hereof."

It was then brought out that since all of South Tract and much of North Tract are divided into 40-acre tracts, some owned in fee by the county and others subject only to a royalty interest owned by the county, the county had resolved at its previous meeting to consider ratifying the leases executed by third parties in order to pool the county's minerals as provided in Article 4421n of the Revised Civil Statutes. It was further pointed out that notice of the county's intention to consider such an action had been included in the notice of intention to lease. After discussion, upon motion duly made, seconded and passed by the Court, it was

"RESOLVED, That the county execute a ratification of leases executed by other parties in order to authorize the pooling of the county's interests on the form of ratification included in and made a part hereof."

Reference was then made to the royalty deed from the County to Jim Heydrick, dba Heydrick Petroleum Company, dated February 28, 1968, and to the deed dated April 26, 1968, recorded in Volume 175, at page 227 and page 622, respectively, of the Deed Records of Throckmorton County, Texas. At that time it was brought out that there might be a possibility that the two deeds taken together might be construed in such a way as to divest the county of its entire royalty interest in the land described. A provision was included in the above notice that the County would consider correcting the royalty deeds. After an examination of the proposed correction deed and after full discussion, upon motion duly made, seconded and passed, it was

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"RESOLVED, That the county, represented by the above officials, execute a correction deed on the form included in and made a part hereof."

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I, O. W. LOYD, County Clerk of Upshur County, Texas, hereby certify that the above is a true and correct excerpt from the minutes of the regular session of the Commissioners Court of Upshur County, Texas, held on the 14th day of October, 1968.

  
O. W. Loyd  
COUNTY CLERK

**FILED**

at 11:15 o'clock AM

OCT 14 1968

O W LOYD  
County Clerk, Upshur County, Texas  
By Lyndal Quinn Deputy

RATIFICATION OF LEASES

RECITATIONS:

- A. UPSHUR COUNTY, TEXAS, is the owner of the fee as to some of the land in the surveys set out below and the right to 1/8 of oil, gas and other minerals produced and sold from other parts of the following land in Baylor and Throckmorton Counties, Texas:
- (1) Upshur County School Land, Abstract 557, Baylor and Throckmorton Counties, Texas, covered by patent recorded in Volume 70, page 588, Baylor County Deed Records, described by metes and bounds in Article II of the judgment in Cause 1741, Colorado County vs. Travis County et al, District Court of Baylor County, Texas, called herein North Tract.
  - (2) Upshur County School Land, Abstract 825, Throckmorton County, Texas, covered by Patent recorded in Volume 2, page 229, Throckmorton County Patent Records, described by metes and bounds as the 2nd or South Upshur County School Land Survey in Article IV of the judgment in Cause 1741, Colorado County vs. Travis County et al, District Court of Baylor County, Texas, called herein South Tract.
- B. The right to lease for oil, gas and mineral purposes as to some of the above land is owned by other parties who have executed to Jim Heydrick, d/b/a Heydrick Petroleum Company, leases containing pooling provisions.
- C. Because of the small size of some of the tracts in North and South Tracts, it may be necessary to pool in order that some or all of the wells may be entitled to their full allowables.
- D. Article 5421n of the Revised Civil Statutes of Texas, authorizes political subdivisions to consent to the pooling of their interests.

RATIFICATION:

UPSHUR COUNTY, TEXAS, represented herein by its undersigned leasing commissioner, county judge and county commissioners, in consideration of the premises and for other considerations, the receipt of which is acknowledged, hereby adopts, ratifies and confirms each oil, gas and mineral lease shown of record in the offices of the County Clerk of Baylor and Throckmorton Counties, Texas, in the name of Jim Heydrick, d/b/a Heydrick Petroleum Company, Jim C. Heydrick and Jesse W. Wright, Jr. and Andrew F. McDade, and grants, leases and lets the land covered thereby to the respective lessees named therein. Such ratification is for the purpose of allowing pooling of the county's interests in the above surveys as authorized by the above statute.

EXECUTED this 14 day of October, 1968.

UPSHUR COUNTY, TEXAS

By Bruce Morris, Jr.  
Leasing Commissioner

By L. G. McKinley  
County Judge

Mrs. Jim Shockey  
MRS. JIM SHOCKEY

Bryant Holmes  
BRYANT HOLMES

M. L. Langford  
M. L. LANGFORD

A. D. Hackler  
A. D. HACKLER

County Commissioners

THE STATE OF TEXAS    |  
COUNTY OF UPSHUR     |

BEFORE ME, the undersigned authority, on this day personally appeared BRUCE MORRIS, JR., L. G. MCKINLEY, MRS. JIM SHOCKEY, BRYANT HOLMES, M. L. LANGFORD and A. D. HACKLER, known to me to be the persons whose names are signed to the foregoing instrument, and acknowledged to me that they each 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 14 day of October, 1968.

Louise [Signature]  
Notary Public, Upshur County,  
Texas

**FILED**

at 11:15 o'clock am

OCT 14 1968

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

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OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 14th day of October 19 68, between UPSSHUR COUNTY, TEXAS

Lessor (whether one or more) XXXXXXXX and JIM HEYDRICK, dba HEYDRICK PETROLEUM COMPANY 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, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals laying pipe lines, 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:

- 1. Land set out in the attached Exhibit A under North Tract in the J. S. Crittenden Subdivision of Upshur County School Land, Abstract 557, in said counties, covered by Patent recorded in Volume 70, page 588, Baylor County Deed Records, described as First Tract, North Upshur, under Article II in Judgment in Cause 1741, Colorado County vs. Travis County et al., District Court of Baylor County, Texas
2. Land described under South Tract in the attached Exhibit A in the J. S. Crittenden Subdivision of Upshur County School Land, Abstract 825, Throckmorton County, covered by Patent recorded in Volume 2, page 229, Throckmorton County Patent Records, and described in Article IV of said Judgment as 2nd or South Upshur.
3. Any other land and interest in North and South Tracts owned by Lessor whether or not described in Exhibit A and whether or not correctly described therein, said land comprising 3051.71 net acres.

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 3051.71 acres, whether it actually comprises more or less.

2 Subject to the other provisions herein contained, this lease shall be for a term of 30 years from October 28, 1968, (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 wells 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 (50c) 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 hereafter 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 commencing operations for or completing 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 the 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 First National Bank at Gilmer Texas, (which bank and its successors are Lessor's agent 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 Three Thousand Fifty-one and 71/100 Dollars (\$ 3,051.71) (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 in 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 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

or shall have completed a dry hole thereon within 90 DAYS prior to the end of the primary term the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) consecutive days and if they result in the production of oil, gas or other mineral so long thereafter as oil, gas or other mineral is produced from said land or acreage pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove a casing. When required by Lessor Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division in ownership of the land, rentals or royalties however accomplished, shall operate to enlarge the obligation or diminish the rights of Lessee and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to rentals hereunder Lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualifications of an executor or administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in the rental payable hereunder Lessee may pay or tender said rental jointly to such persons or to their joint agent in the depository named hereinafter, or, at Lessee's election the proportionate part of said rental to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant. In the event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be a ground for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof and Lessee if in default shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said premises Lessee shall reasonably develop the acreage retained hereunder but in the event of this obligation it shall in no way be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil, gas or other mineral in paying quantities. If six or more parties become entitled to royalty hereunder Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land either in whole or in part and in event Lessor does so it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessor's rights under the warranty in event of failure of title it is agreed that, if Lessor owns an interest in the oil, gas or other mineral on in or under said land less than the entire fee simple estate then the royalties to be paid Lessor shall be reduced proportionately. Failure of Lessee to reduce such rental paid hereunder shall not impair the right of Lessee to reduce royalties.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure any Federal or state law or any other rule or regulation of governmental authority, then while so prevented Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable in damages for failure to comply therewith and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises and the time which Lessee is so prevented shall not be counted against Lessee anything in this lease to the contrary notwithstanding.

12. As a part of the consideration herefor, Lessee agrees as a firm obligation to commence on or before February 28, 1969, the actual drilling of at least two wells at locations of his choice on any part of North Tract or South Tract, not necessarily on land covered by this lease. The two wells are referred to herein as the original wells. Each well shall be drilled to such depth and in such a manner as a reasonably prudent operator would drill. The original wells, whether or not on land covered by this lease, shall not be considered in the reduction of rental payments as set out in paragraph 14.

13. Each commercial oil well drilled on land covered hereby or on land pooled therewith shall validate this lease as to 160 net mineral acres covered hereby, and each such commercial gas well shall validate this lease as to 640 net mineral acres covered hereby. Each tract so validated shall be selected by Lessee as nearly as possible in a block with the well located, if possible, on some part of the block so validated. Lessee shall designate each block selected by an instrument filed for record in the county where the land lies. Lessee will furnish Lessor a copy of any such instrument. A producing well on a unit incorporating any part of the leased land will be considered a well on the leased land and will validate the lease as above provided. A producing well on any part of the leased land or land pooled therewith will validate the lease regardless of the fact that Lessor may own only an undivided interest in the wellsite or in land comprising part of the unit. This lease will lapse at the end of the primary term as to all land covered hereby except as to each block validated as above provided.

14. Regardless of the drilling of the original wells as provided in paragraph 12 above, Lessee shall pay to Lessor or deposit to Lessor's credit in the depository set out above on or before February 28, 1969, the sum of \$3,051.71, minus \$160 multiplied by the number of producing wells other than the original wells, if any, drilled by Lessee on land covered hereby or on land pooled therewith. Thereafter, if the lease is to be kept in force, rentals shall be paid throughout the primary term on or before February 28 of each year regardless of operations or production in the amount of \$3,051.71 minus \$160 multiplied by the number of producing wells other than the original wells drilled on land covered hereby or on land pooled therewith.

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15. Lessor reserves as a production payment \$25,000.00 to be retired from 1/32 of 7/8 of oil, gas and casinghead gas produced and sold from the leased land under this lease, the fraction of production from which the production payment is to be retired to be proportionately reduced as to any tract in which Lessor owns less than a full interest; provided that Lessor shall receive the full amount of \$25,000.00, less the amount of gross production and severance taxes allocable thereto, regardless of the fact that Lessor does not own a full interest in all leased land. The production payment and the fraction from which it is to be retired are subject to all of the terms and conditions of paragraph 4 hereof relating to pooling.

16. Lessee agrees to furnish Lessor at the completion of each well a driller's log reflecting the total depth to which the well has been drilled.

17. As stated in paragraph 8, the rights of either party hereunder may be assigned in whole or in part. Any obligations of Lessee performed by Lessee's assignees shall inure to the benefit of Lessee.

18. In event of conflict between the provisions of this rider and the printed portion of the lease, the provisions of this rider shall govern.

19. For all purposes hereof the lands and interests set out in Exhibit A shall be considered correct.

IN WITNESS WHEREOF, this lease is executed on the date first above written.

UPSHUR COUNTY, TEXAS

BY Bruce Morris, Jr.  
Leasing Commissioner

BY L. G. McKinley  
County Judge

Mrs. Jim Shockey  
MRS. JIM SHOCKEY

Bryant Holmes  
BRYANT HOLMES

M. L. Langford  
M. L. LANGFORD

A. D. Hackler  
A. D. HACKLER

County Commissioners

THE STATE OF TEXAS )  
COUNTY OF UPSHUR )

BEFORE ME, the undersigned authority, on this day personally appeared BRUCE MORRIS, JR., L. G. MCKINLEY, MRS. JIM SHOCKEY, BRYANT HOLMES, M. L. LANGFORD and A. D. HACKLER, 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 in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day of October, 1968.

Lowell Eckert  
Notary Public, Upshur County, Texas

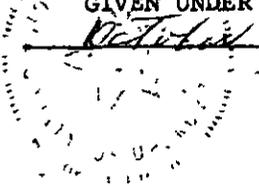


EXHIBIT A

To Lease from Upshur County, Texas, to  
Jim Heydrick, d/b/a Heydrick Petroleum Company

UPSHUR COUNTY:North TractFull Interest:

<u>Blocks</u>	<u>Net Acreage</u>
1	33.38
2	33.38
22	40.00
43	40.00
51	40.00
60	40.00
71	40.00
73	40.00
77	40.00
78	40.00
79	40.00
80	40.00
84	40.00
117	40.00

South TractFull Interest:

19	40.00
N/2 28	20.00
S/2 38	20.00
39	40.00
45	40.00
50	39.90
51	40.00
52	40.00
S/2 59	20.00
61	40.00
62	40.00
75	40.00
79	40.00
87	40.00
90	36.20
94	40.00
X/2 95	20.00
98	40.00
100	36.80
101	40.00
104	40.00
105	40.00
108	40.00
110	37.50
114	40.00

(Cont'd)

Exhibit A - Page 1

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<u>Blocks</u>	<u>Net Acreage</u>
115	40.00
121	40.00
122	40.00
124	40.00
125	40.00
132	40.00
134	40.00
135	40.00
140	39.15
141	40.00
143	40.00
144	40.00
147	40.00
148	40.00
151	40.00
153	40.00
W/2 154	20.00
165	40.00
167	40.00
168	40.00
177	40.00
178	40.00
179	40.00
182	40.00
183	40.00
184	40.00
192	40.00

One-Half Interest (South Tract)

<u>Blocks</u>	<u>Gross Acreage</u>	
2	30.50	15.25
4	30.40	15.20
S-1/3 6	10.10	5.05
7	30.20	15.10
10	30.10	15.05
11	40.00	20.00
14	40.00	20.00
17	40.00	20.00
21	40.00	20.00
22	40.00	20.00
23	40.00	20.00
24	40.00	20.00
S/2 28	20.00	10.00
29	40.00	20.00
30	36.20	18.10
31	40.00	20.00
32	40.00	20.00
33	40.00	20.00
34	40.00	20.00
40	33.30	16.65
44	40.00	20.00
55	40.00	20.00
57	40.00	20.00
58	40.00	20.00
91	40.00	20.00
138	40.00	20.00

Exhibit A - Page 2

Three-Fourths Interest (South Tract)

<u>Blocks</u>	<u>Gross Acreage</u>	<u>Net Acreage</u>
E/2 84	20.00	15.00
S/2 95	20.00	15.00

Seven-Eighths Interest (South Tract)

85	40.00	<u>35.00</u>
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Total Upshur County 3051.71

**FILED**at 11.15 o'clock a M.

OCT 14 1968

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

Exhibit A - Page 3

CORRECTION ROYALTY DEED

RECITATIONS:

- A. UPSHUR COUNTY, TEXAS, in addition to being owner in fee of some of the below land, is owner of the right to 1/8 of oil, gas and other minerals produced and sold from all of the following land in Baylor and Throckmorton Counties, Texas:
- (1) Upshur County School Land, Abstract 557, Baylor and Throckmorton Counties, Texas, covered by patent recorded in Volume 70, page 588, Baylor County Deed Records, described by metes and bounds under Article II in judgment in Cause 1741, Colorado County vs. Travis County et al, District Court of Baylor County, Texas, called herein North Tract.
  - (2) Upshur County School Land, Abstract 825, Throckmorton County, Texas, covered by Patent recorded in Volume 2, page 229, Throckmorton County Patent Records, described by metes and bounds as the 2nd or South Upshur County School Land Survey in Article IV of the judgment in Cause 1741, Colorado County vs. Travis County et al, District Court of Baylor County, Texas, called herein South Tract.
- B. Upshur County's right to 1/8 of mineral production is called herein 1/8 RI.
- C. A royalty acre as used herein means an interest entitling the owner to 1/8 of the oil, gas and other minerals produced from one acre.
- D. Upshur County has executed two royalty deeds, one dated February 28, 1968, recorded in Volume 175, page 227, Throckmorton County Deed Records, and one dated April 26, 1968, recorded in Volume 175, page 622 of said records. The deeds are intended to convey 1/2 of the county's interest in the 1/8 RI in part of the above land, being those tracts owned wholly or partly by the Estate of Ida M. Heydrick, deceased, and by the Estate of Cordie A. Smith, deceased. An objection has been made that the deeds taken together appear to convey all of the county's interest in the Heydrick and Smith lands and that they fail to make clear the land to which they are to be effective.
- E. The parties wish to clarify the deeds and express their true intention.
- F. Land described in the attached Exhibit A is called Heydrick Estate land and that in Exhibit A-1, Smith Estate land.

CONVEYANCE:

JIM HEYDRICK, d/b/a HEYDRICK PETROLEUM COMPANY, and wife, ROSEMARY HEYDRICK, hereby grant, sell and assign to UPSHUR COUNTY, TEXAS, all interest covered by the above deeds.

UPSHUR COUNTY, TEXAS, herein called the County, acting herein by and through the undersigned leasing commissioner, county judge and county commissioners, in consideration of the above re-assignment from Jim Heydrick et ux and for other considerations, receipt of which is acknowledged, hereby grants, sells and assigns to JIM HEYDRICK, d/b/a HEYDRICK PETROLEUM COMPANY, herein called Heydrick, an undivided 1/2 interest in the County's interest in the 1/8 RI in the Heydrick Estate land and described in the attached Exhibit A; in the Smith Estate land formerly owned by the Cordie A. Smith Estate, recently conveyed to Jesse W. Wright et al., and described in the attached Exhibit A-1; and in all other lands owned by the Heydrick Estate and conveyed by the Smith Estate to Wright et al., if any, whether or not described in Exhibits A and A-1, and whether or not properly described therein.

The County has executed an oil, gas and mineral lease dated October 14, 1968, effective as of February 28, 1968, covering its interest in North and South Tracts. This deed will terminate as to each tract affected hereby upon termination of said lease as to that tract. The interest assigned hereby is subject to the right in the owners in the above lease and of other leases covering land in which the County owns a royalty interest to pool the assigned interest in the manner provided in the leases for pooling of royalty.

Each commercially productive well drilled under the above lease on land owned in whole or in undivided interests by the Heydrick Estate or by Wright et al. as grantees of the Smith Estate, or on land pooled with Heydrick Estate or Smith Estate land, will validate this deed as to 160 royalty acres. The land so validated shall be selected by Heydrick as nearly in the form of a square as possible with the well on some part of the land selected.

EXECUTED this 14th day of October, 1968.

UPSHUR COUNTY, TEXAS

By Bruce Martin  
Leasing Commissioner

By A. H. McKeeney  
County Judge

Mrs. Jim Shockey  
MRS. JIM SHOCKEY

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Jim Heydrick  
JIM HEYDRICK, d/b/a HEYDRICK  
PETROLEUM COMPANY

Bryant Holmes  
BRYANT HOLMES

Rosemary Heydrick  
ROSEMARY HEYDRICK

M. L. Langford  
M. L. LANGFORD

A. D. Hackler  
A. D. HACKLER

COUNTY COMMISSIONERS

THE STATE OF TEXAS |  
COUNTY OF UPSHUR |

BEFORE ME, the undersigned authority, on this day personally appeared BRUCE MORRIS, JR., L. G. MCKINLEY, MRS. JIM SHOCKEY, BRYANT HOLMES, M. L. LANGFORD and A. D. HACKLER, known to me to be the identical persons whose names are signed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day of October, 1968.

Lowell Spalk  
Notary Public, Upshur County,  
Texas

THE STATE OF TEXAS |  
COUNTY OF WICHITA |

BEFORE ME, the undersigned authority, on this day personally appeared JIM HEYDRICK and wife, ROSEMARY HEYDRICK, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day of October, 1968.

W. H. Haver W. H. Haver  
Notary Public, Wichita County, Texas

EXHIBIT A

To Correction Royalty Deed from Upshur County, Texas,  
to Jim Heydrick, d/b/a Heydrick Petroleum Company

NORTH TRACT, BAYLOR AND THROCKMORTON COUNTIES, TEXASFull InterestNet Acreage

West 500 acres of North 1500 acres of North 3000 acres of West 4226 acres of North Tract	500.00
South 1500 acres of North 3000 acres of West 4226 acres of North Tract	1250.00

The North 250 acres of East 500 acres  
of South 1500 acres of North 3000  
acres of West 4226 acres are subject  
to a lease executed by L. C. Heydrick  
to C. E. (Jack) Prince dated November 8,  
1957, recorded in Vol. 150, page 37,  
Baylor Deed Records, and now held by  
production. It is owned by Gulf Oil  
Corporation as to all except the North  
40 acres owned by Jim Heydrick.

West 300 acres of South 1224 acres of West 4226 acres of North Tract	300.00
East 408 acres of South 1224 acres of West 4226 acres of North Tract	408.00

Blocks

33	40.00
45	40.00
46	40.00
48	40.00
74	40.00
81	40.00
83	40.00
96	40.00
97	40.00
98	40.00
99	40.00
100	40.00
101	40.00
102	40.00
103	40.00
104	40.00
105	40.00
115	40.00
116	40.00
118	40.00
119	40.00
120	40.00
121	40.00

Two-Thirds Interest

150 acres, 1944 2 varas North and South by 447.6 varas East and West adjoining North 1500 acres on the East 100.00

122 acres measuring 1596.5 varas North and South by 447.6 varas East and West adjoining on the East the South 1224 acres of the West 4226 acres 81.33-1/3

429 acres adjoining Blocks 111-121, inclusive, of North Tract on the South 286.00

93 acres being the Southeast Corner of North Tract, measuring 606 varas along the North and South lines by 882.6 varas along the East and West lines 62.00

<u>Blocks</u>	<u>Gross Acreage</u>	<u>Net Acreage</u>
52	40.00	26.66-2/3
59	40.00	26.66-2/3

SOUTH TRACT, THROCKMORTON COUNTY, TEXASFull Interest

1	30.50
3	30.50
12	40.00
16	40.00
25	40.00
48	40.00
W/2 53	20.00
56	40.00
N/2 59	20.00
63	40.00
64	40.00
70	35.10
72	40.00
73	40.00
80	35.70
82	40.00
83	40.00
99	40.00
102	40.00
109	40.00
111	40.00
112	40.00
113	40.00
126	40.00
127	40.00
128	40.00
129	40.00

<u>Blocks</u>	<u>Net Acreage</u>
130	39.10
136	40.00
137	40.00
146	40.00
155	40.00
156	40.00
161	40.00
162	40.00
163	40.00
164	40.00
166	40.00
170	40.00
173	40.00
174	40.00
175	40.00
176	40.00
177	40.00
181	40.00
185	40.00
186	40.00
190	40.00
191	40.00
195	40.00
196	40.00
200	40.00

One-Half Interest

<u>Blocks</u>	<u>Gross Acreage</u>	
2	30.50	15.25
S-1/3 6	10.10	5.05
7	30 20	15.10
10	30.10	15.05
11	40.00	20.00
14	40.00	20.00
15	40 00	20.00
17	40.00	20.00
21	40.00	20.00
22	40 00	20.00
23	40 00	20.00
24	40 00	20.00
S/2 28	20 00	10.00
29	40.00	20.00
30	36 20	18.10
31	40 00	20.00
32	40 00	20.00
34	40 00	20.00
40	33 30	16.65
48	40 00	20.00
55	40 00	20.00
58	40 00	20.00
91	40.00	20.00
138	40 00	20.00
	<u>Total</u>	<u>6406.76-2/3</u>

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EXHIBIT A - 1

To Correction Royalty Deed from Upshur County, Texas,  
to Jim Heydrick, d/b/a Heydrick Petroleum Company

NORTH TRACT, BAYLOR AND THROCKMORTON COUNTIES, TEXASFull Interest

<u>Blocks</u>	<u>Net Acreage</u>
3	33.38
4	33.38
5	33.38
6	33.38
7	33.38
8	33.38
9	33.38
10	33.38
11	33.38
12	40.00
14	40.00
15	40.00
16	40.00
17	40.00
18	40.00
19	40.00
20	40.00
21	40.00
24	40.00
N/2 25	20.00
26	40.00
27	40.00
28	40.00
29	40.00
30	40.00
31	40.00
34	40.00
35	40.00
36	40.00
37	40.00
38	40.00
39	40.00
40	40.00
41	40.00
42	40.00
44	40.00
50	40.00
61	40.00
62	40.00
72	40.00
82	40.00
94	40.00
95	40.00

East 500 acres of West 1000	
acres of North 1500 acres of	
West 4226 acres	500.00

Exhibit A-1-Page 1

Full Interest (Cont'd)

East 500 acres of North 1500  
acres of West 4226 acres 500.00

East 408 acres of West 816  
acres of South 1224 acres of  
West 4226 acres 408.00

One-Third Interest

<u>Blocks</u>	<u>Gross Acreage</u>	<u>Net Acreage</u>
52	40.00	13.33-1/3
59	40.00	13.33-1/3

150 acres, 1944.2 varas North  
and South by 447.6 varas East  
and West adjoining North 1500  
acres on the East, being also  
described as North 150 acres of  
East 427 acres of West 4653  
acres of North Tract 50.00

155 acres adjoining the above  
tract on the South, measuring  
1596.5 varas North and South by  
447.6 varas East and West,  
adjoining on the East the South  
1500 acres of the North 3000  
acres of the West 4226 acres,  
being also described as South  
155 acres of North 305 acres  
of East 427 acres of West 4653  
acres of North Tract 51.66-2/3

122 acres adjoining the above  
tract on the South, measuring  
1596.5 varas North and South by  
447.6 varas East and West,  
adjoining on the East the South  
1224 acres of the West 4226  
acres, being also described as  
South 122 acres of East 427 acres  
of West 4653 acres of North Tract 40.66-2/3

429 acres adjoining Blocks 111-  
121, inclusive, on the South 143.00

93 acres, being the Southeast  
corner of North Tract, measuring  
606 varas along the North and  
South lines by 882.6 varas along  
the East and West lines, the West  
line being the East line of Block  
111 as extended South to the  
South line of North Tract 31.00

Total 3391.42

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SOUTH TRACT, THROCKMORTON COUNTY, TEXASFull Interest

<u>Blocks</u>	<u>Net Acreage</u>
N-2/3 6	20.20
15	40.00
27	40.00
E/2 53	20.00
66	40.00
67	40.00
68	40.00
76	40.00
77	40.00
W/2 84	20.00
86	40.00
E/2 N/2 88	10.00
93	40.00
117	40.00
118	40.00
119	40.00
120	38.10
150	39.20
152	40.00
187	40.00

One-Fourth Interest

<u>Blocks</u>	<u>Gross Acreage</u>	<u>Net Acreage</u>
E/2 84	20.00	5.00
S/2 95	20.00	5.00

One-Eighth Interest

85	40.00	5.00
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Total	722.50
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**FILED**at 11:15 o'clock *AM***OCT 14 1968**

O W. LOYD  
County Clerk, Tarrant County, Texas  
By *[Signature]* Deputy

Exhibit A-1-Page 3

RESOLUTION FOR UPSHUR COUNTY COMMISSIONERS COURT

WHEREAS, Texas Highway Commission Minute Order Number 61385 dated August 2, 1968, cancelled old F.M. Highway 1403 in Upshur County and re-designated the route as a State Highway, and

WHEREAS, said Minute authorized the State Highway Engineer to enter into Contractual Agreements with appropriate officials for the purchase of required right of way, and

WHEREAS, Upshur County is responsible for part of said route, namely:

From South City Limits of Gilmer, Southeast to Gregg County Line, a distance of approximately 12 miles, and

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

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 Number 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 Mary Shockey and seconded by County Commissioner W. H. Hooker.

PASSED and approved this 14 day of Oct, 1968.

FOR UPSHUR COUNTY COMMISSIONERS COURT:

Mary Shockey  
COMMISSIONER - PRECINCT 1

Archie G. Palmer  
COMMISSIONER - PRECINCT 2

W. K. Langford  
COMMISSIONER - PRECINCT 3

W. H. Hooker  
COMMISSIONER - PRECINCT 4

ATTEST:  
O. W. Loyd  
COUNTY CLERK OF UPSHUR COUNTY

J. H. McKinley  
COUNTY JUDGE - UPSHUR COUNTY

**FILED**

at 11:30 o'clock AM

OCT 14 1968

O. W. LOYD  
County Clerk, Upshur County, Texas  
By Alvin B. ... Deputy

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 UPSHUR

COUNTY OF TRAVIS X

PROJECT At # 8019-1-34  
HIGHWAY State 300

This agreement entered into this 28th day of October, 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 14 day of October, 1968, hereinafter called the County.

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. 300 from South City Limits of Gilmer, Southeast to Gregg County Line (Approximately 12 Miles), 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.

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 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  
Rev. 2-68

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: *L. B. McHenry*  
County Judge

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

By *S. I. Bryant Holmes*  
Commissioner, Precinct Number 2

By *M. L. Langford*  
Commissioner, Precinct Number 3

By *G. D. Hacker*  
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: *J. P. [Signature]*  
State Highway Engineer

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

RECOMMENDED FOR APPROVAL

*[Signature]*  
District Engineer

*P. L. Good*  
Program Engineer

*R. L. Lewis*  
Chief Engineer of Highway Design

*A. H. Christian*  
Right of Way Engineer

*State Hwy #300*

RESOLUTION FOR UPSHUR COUNTY COMMISSIONERS COURT

WHEREAS, Texas Highway Commission Minute Order Number 61385 dated August 2, 1968, cancelled old F.M. Highway 1403 in Upshur County and re-designated the route as a State Highway, and

WHEREAS, said Minute authorized the State Highway Engineer to enter into Contractual Agreements with appropriate officials for the purchase of required right of way, and

WHEREAS, Upshur County is responsible for part of said route, namely:

From South City Limits of Gilmer, Southeast to Gregg County Line, a distance of approximately 12 miles, and

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

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 Number 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 *Mary Shackey* and seconded by County Commissioner *A. D. Hackler*.

PASSED and approved this 14 day of Oct., 1968.

FOR UPSHUR COUNTY COMMISSIONERS COURT:

*Mary Shackey*  
COMMISSIONER - PRECINCT 1

*Brenton Johnson*  
COMMISSIONER - PRECINCT 2

*M. L. Langford*  
COMMISSIONER - PRECINCT 3

*A. D. Hackler*  
COMMISSIONER - PRECINCT 4

*R. H. McHenry*  
COUNTY JUDGE - UPSHUR COUNTY

UPSHUR COUNTY  
CLERK'S OFFICE  
*O. W. Loyd*  
COUNTY CLERK OF UPSHUR COUNTY

**FILED**

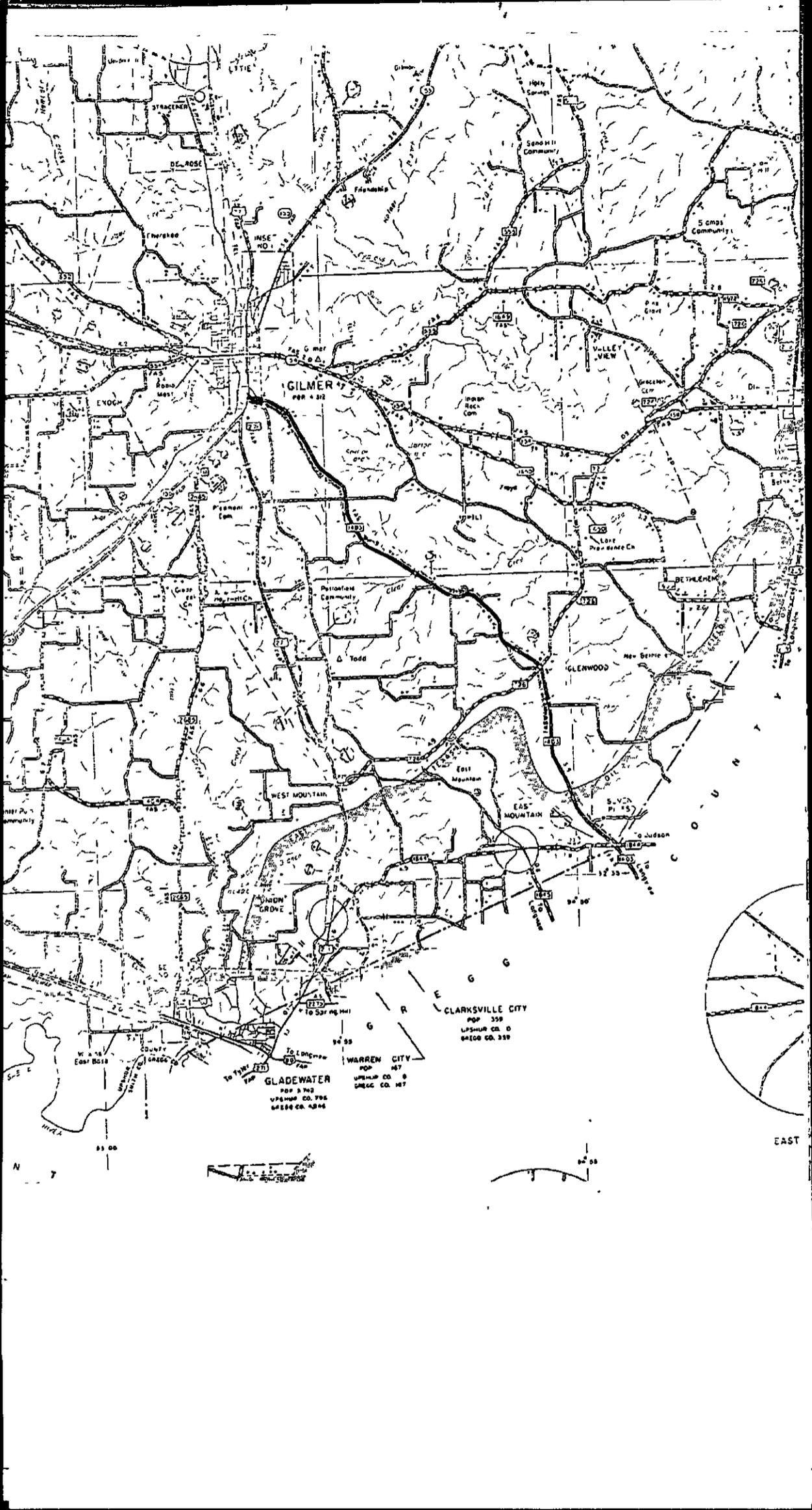
at 9:05 o'clock a M

OCT 31 1968

O W LOYD  
County Clerk Upshur County, Texas

By *[Signature]* Deputy

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Commissioners Court met at regular session on November 11, 1968.

Motion made and seconded to pay election officials.

✓ L. H. McKinley  
 ✓ August Wilburn  
 ✓ W. C. Langford  
A. D. Hackler

Motion made to grant Ark La Gas Co. permission to install gas light:

L. H. McKinley  
August Wilburn  
W. C. Langford  
A. D. Hackler



December 9, 1968

The Commissioners' Court met in regular session with all members present. Motion was made by Bryant Holmes and seconded by Arlan D. Hackler authorizing Tax Assessor and Collector to employ four assessors for the year 1969 to assess taxes at a salary of \$400.00 per month plus \$100.90 a month car expense, not to exceed five months. All voted aye.

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

ORDER FOR ROAD BOND ELECTION

THE STATE OF TEXAS        |  
                                  |  
COUNTY OF UPSHUR        |

ON THIS, the 9 day of December, 1968, the Commissioners' Court of Upshur County, Texas, convened in regular session at the regular meeting place thereof in the Courthouse at Gilmer, Texas, being open to the public, the following members of said Court, to-wit:

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

being present and participating; there came on to be considered the petition of Jake Rogers and 75 others, asking that an election be ordered upon the proposition hereinafter stated; and

IT APPEARING TO SAID COURT that said petition is signed by more than fifty (50) qualified property taxpaying voters of said County, and

IT FURTHER APPEARING that the amount of bonds to be issued will not exceed one-fourth of the assessed valuation of the real property of said County; therefore,

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

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That an election be held in said County on the 22 day of February, 1969, which is not less than thirty (30) days from the date of this order, at which election in accordance with said petition the following proposition shall be submitted to the resident qualified taxpaying voters of said County, for their action thereupon:

"WHETHER or not bonds of Upshur County, Texas, shall be issued in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000), bearing interest at a rate not exceeding FIVE AND ONE-HALF PER CENTUM (5½%) per annum payable annually or semi-annually, and maturing serially over

a period of years not exceeding THIRTY (30) years from the date thereof, in conformity with the Constitution and laws of the State of Texas, particularly Section 52, of Article 3, of the Constitution, and Chapter 16, Acts 1926, First Called Session, as amended, for the purpose of the construction, maintenance and operation of macadamized, graveled or paved roads and turnpikes, or in aid thereof, in Upshur County, Texas; and shall ad valorem taxes be levied on all taxable property in said County, subject to taxation, for the purpose of paying the interest on said bonds and providing a sinking fund for the redemption thereof at maturity?"

SAID ELECTION shall be held under the provisions of the Acts of the Thirty-ninth Legislature, First Called Session, Chapter 16, as amended.

All persons who are legally qualified voters of said County who are resident property taxpayers of said County, and who have duly rendered their property for taxation shall be entitled to vote at said election.

IT IS FURTHER ORDERED that the ballots for said election shall be prepared in sufficient number and in conformity with Chapter 6, V.A.T. C.S., Election Code, and printed on such ballots shall appear the following proposition:

"THE ISSUANCE OF BONDS AND THE LEVY OF AD VALOREM TAXES IN PAYMENT THEREOF"

THE WORD "FOR" and beneath it the word "AGAINST" shall be made to appear on the left of the proposition. A square shall be printed on the left of each of the words "FOR" and "AGAINST" and each voter shall place an "X" in the square beside the statement indicating the way he wishes to vote.

ABSENTEE VOTING shall be conducted at the County Clerk's Office in the Courthouse, in accordance with the provisions of Chapter 5, V.A.T.C.S., Election Code.

THE POLLING PLACES and election officers of said election shall be respectively as follows:

<u>PRECINCT NUMBER AND POLLING PLACE</u>	<u>PRESIDING JUDGE</u>	<u>ALTERNATE PRESIDING JUDGE</u>
1. Commissioners' Court Room, S. E. Gilmer	Gordon G. Carrington	Mrs. Clarence Hill
2. Tax Assessor's Office N. E. Gilmer County School Superin- tendent's Office	Otis J. Phillips, Jr.	Mrs. Otis Phillips
3. <del>xxxxxx Office xxxxxxxx</del> S. W. Gilmer	Lois Graves	Bernice White
4. <del>County Clerk's Office</del> <del>xxxxxx Office xxxxxxxx</del> <del>xxxxxx Office</del> N. W. Gilmer	Mrs. Ray H. Greene	Laura Bledsoe
5. Glenwood Schoolhouse Glenwood	Mrs. D. P. Cavitt	L. D. Webb
6. County Commissioners' Building, Lafayette	Earl A. Adams	Mrs. Earl Adams
7. Community Center Big Sandy	Lucille Wimberley	Inez Hammock
9. Church of Christ West Mountain	Mrs. Clinton Clark	Thelma Morgan
10. Baptist Church Grice	B. B. Dacus	M. O. Dacus
11. Union Hill School Bettie	M. C. Sturdivant	Mrs. R.O. Bowden
12. Community Center Ewell	A. F. Ewell	Durene Strange
13. Community Center Simpsonville	Mrs. R. A. Bluncell	R. A. Blundell
14. Community Center Shady Grove	H. G. Weldon	Mrs. Ben Stegall

<u>PRECINCT NUMBER AND POLLING PLACE</u>	<u>PRESIDING JUDGE</u>	<u>ALTERNATE PRESIDING JUDGE</u>
15. Community Center Pritchett	Mrs. Ruth Snow	Mrs. Delbert Craig
16. American Legion Hut Rocky	J. H. (Howard) Dunagan	Taylor Turman
18. School Gymnasium Diana	S. T. Buie	Mrs. W.S. Jones
19. City Hall Ore City	J. W. Manns	Mrs. Sam Pomeroy
20. Baptist Church Rhonesboro	Sherman James	Mrs. Sherman James
21. School Building East Mountain	W. C. Mathis	Ruby Mathis
22. Nazarene Church Johnsons Chapel	Lewis W. Carroll	Bud Langford
23. Community Center Latch	Cecil W. Harris	Mrs. Chas. K. Thompson
24. Baptist Church Brumley	Knox Efurd	Mrs. Knox Efurd
25. Community Center Rosewood	Mrs. Florence Johnson	Mrs. Clarence Husel
26. Baptist Church Coffeerville	W. C. Cavitt	T.P. (Pat) Murrell
27. School Building Union Grove	Garland Smith	James D. Bibb

**SPECIAL CANVASSING BOARD:**

Mrs. L. G. Farris - Mrs. Daisy Potter - Mrs. R. L. Baxter

If the regularly appointed Presiding Judge is unable to serve at the election, the Alternate Presiding Judge therefor shall serve as Presiding Judge. The Presiding Judge shall appoint at least two (2) clerks (one of whom shall be the Alternate Presiding Judge) and not more than 1 additional clerks, as he deems necessary for the proper conduct of the election.

A COPY of this order signed by the County Judge of said County and certified to by the County Clerk of said County shall serve as proper and sufficient notice of such election.

THE COUNTY CLERK of Upshur County, Texas, is hereby authorized and directed to cause said notice of election to be published once each week for three consecutive weeks prior to said election in a newspaper of general circulation in Upshur County and published in Upshur County, and in addition thereto by posting notice of such election at four public places in Upshur County, one of which shall be at the Courthouse door of said County for three consecutive weeks prior to said election.

\* \* \* \* \*

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

PASSED AND APPROVED, this the 9 day of December, 1968.

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

Mary Shockey  
Commissioner, Precinct No. 1

Bryant Holmes  
Commissioner, Precinct No. 2

M. L. Langford  
Commissioner, Precinct No. 3

J. D. Hackler  
Commissioner, Precinct No. 4

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RETURNS OF COUNTY CLERK IN THE MATTER OF POSTING  
NOTICE OF ROAD BOND ELECTION IN  
UPSHUR COUNTY, TEXAS

THE STATE OF TEXAS        X

COUNTY OF UPSHUR         X

BEFORE ME, the undersigned authority, on this day personally  
appeared O. W. Loyd, County Clerk and Ex-officio  
Clerk of the Commissioners' Court of Upshur County, Texas, who  
being by me duly sworn, upon oath did state as follows:

1. That in conformity with the order of the Commissioners' Court  
of Upshur County, Texas, passed on the 9th day of Dec., 1968,  
and under authority of law as the County Clerk of said County, he  
posted a true and correct copy of "NOTICE OF ROAD BOND ELECTION" in  
respect of \$500,000 Road Bonds of UPSHUR COUNTY, TEXAS, to be voted  
on the 22 day of February, 1969, such notice having been  
posted at the following four public places in said County, to-wit:

ONE COPY at the door of the County Courthouse in the City of  
Gilmer, Texas

ONE COPY at Cyril Bennett's Grocery  
Big Sandy, Texas

ONE COPY at Little World Grocery  
Diana, Texas

ONE COPY at Robert Newsom Grocery ✓  
Ore City, Texas

2. That each of the above named places was and is a public  
place; that each of the notices was posted in a conspicuous posi-  
tion at each of said places; and that each of said notices was  
posted at each of said places so as to be easily visible to the  
public.

3. That all of said notices were posted by him on the 3  
day of Jan, 1969, which was more than three weeks  
prior to the date of said election.

4. That a true copy of said election notice is hereto attached  
and made a part of this affidavit by reference.

O. W. Loyd  
County Clerk and Ex-officio Clerk,  
Commissioners' Court, Upshur County,  
Texas

(Com. Clk. Seal)

SWORN TO AND SUBSCRIBED before me this the 3 day of  
Jan, 19689

Andra Gilbert  
Notary Public in and for Upshur  
County, Texas

(Notary Seal)

Deputy County Clerk

40-2.01

W A I V E R

STATE OF TEXAS

COUNTY OF Upshur

Criminal District

I, the undersigned ~~County~~ Attorney of Upshur

County, Texas, do hereby acknowledge that the Commissioners' Court of the said County has notified me to file suit for the collection of delinquent taxes in said county; however, due to the fact that it would be physically impossible for me to personally file and handle such suits, and at the same time to properly discharge the other duties of my office, and to the further fact that the statutes do not provide adequate compensation for a County Attorney to file and to prosecute suits for delinquent taxes, but do make adequate provisions for other attorneys to handle the same, I do hereby decline to file such suits and do hereby waive the thirty days written notice provided in Article 7335, Revised Civil Statutes, and do hereby agree that the Commissioners' Court of said County may contract with some other competent attorney to enforce or assist in the enforcement of the collection of delinquent State and County taxes.

Witness my hand this, the 7 day of January

A. D., 19 69.

*Lowell Eckhart*  
Criminal District ~~County~~ Attorney

Term Expires 12-31 19 70

Upshur  
County, Texas

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STATE OF TEXAS

COUNTY OF Upshur

I, O. W. Loyd County Clerk of Upshur

County, Texas, do hereby certify that the above and foregoing is a true and correct copy of a certain waiver executed by Lowell C. Holt, Criminal

District County Attorney, of Upshur County, as the same appears of

record in Volume        Page        of the minutes of the Commissioners'

Court of Upshur County, Texas.

Given under my hand and seal of office, this 7 day of January, 1969.



**FILED**

JAN 7 1969

JAN 7 1969

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

[Signature]  
County Clerk

Upshur County, Texas

[Signature], Deputy

### TREASURER'S QUARTERLY REPORT

BY C. H. Pitman COUNTY TREASURER  
 FROM Oct. 1, 1968 TO Dec. 31, 1968 INCLUSIVE

	Balance Last Report	Amt Rec Since Inst Report	Disbursements	Transfers In	Transfers Out	BALANCE	
1 General	35033.35	57313.91	39720.90		5300.00	47326.36	1
2 Salary	-2811.88	30713.28	35529.95	8000.00		371.45	2
3 R&B	10353.75	17283.25	20081.36		3000.00	4555.64	3
4 R&B 1	14369.93	4741.24	12801.00			6310.17	4
5 R&B 2	19074.36	3751.42	15105.27			7720.51	5
6 R&B 3	16139.32	4366.91	15279.83			5226.40	6
7 R&B 4	17849.36	3751.42	14855.53			6745.25	7
8 Perm Imp	289.99					289.99	8
9 Point School	10264.04	4889.38	96.25			15057.17	9
10 Social Sec	11500.04		5365.73			6134.31	10
11 Jury	1310.21	3033.14	2056.57	300.00		2592.78	11
12 R&B JA Int & Skg	16163.23	4257.01	13018.33			6801.91	12
13 R&B JB Avail							13
14 Road Dist 1-C Avail	606.44					606.44	14
15 Road Dist 1-C Int & Skg							15
16 Upsour Law Library	974.04	385.00	117.50			1241.54	16
17 R. O. W.	10202.39	362.76	165.00			10400.15	17
18	<del>22146.22</del>	<del>32854.22</del>	<del>37393.22</del>	<del>8190.22</del>	<del>8190</del>	<del>321525.63</del>	18
19 Immunization	145.56					145.56	19
20	161464.13	134854.72	174793.22	8300.00	8300.00	121525.63	20

LIST OF BONDS AND OTHER SECURITIES ON HAND  
 PERMANENT SCHOOL FUND

6 Ore City ISD Bonds	6000.00	8 Bowie Co. CSD Sch. Bldg. Bonds	8000.00
6 Huntington ISD Bonds	6000.00	15 Central Hgts. ISD Bonds	15000.00
9 Newton ISD Bonds	9000.00	5 Leander ISD Bonds	5000.00
8 Angelina Hosp. Bonds	8000.00	6 Rd. Dist. 3A Bonds	6000.00
9 City of Kilgus Gen. Rev. Bonds	9000.00		
8 Livingston ISD Bonds	8000.00		
7 West Sabine ISD Bonds	7000.00	Certificates of Deposit	55300.00
5 City of Gilmer Water & Sewer Bonds	5000.00		
10 Liberty Eylau ISD Bonds	10000.00	TOTAL ALL BONDS	157300.00

UPSHUR COUNTY  
TREASURER'S  
QUARTERLY REPORT

Covering Period

from Oct. 1, 1968

To Dec. 31, 1968

Date Filed Jan 13, 1969

By

C. P. Peterson  
County Treasurer, Upshur County

THE STATE OF TEXAS )  
COUNTY OF UPSHUR )

BEFORE ME, the undersigned authority, on this day personally appeared C. P. Peterson 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. P. Peterson County Treasurer  
SWORN TO AND SUBSCRIBED before me this 13 day of Jan, 1969  
Paul L. Loyd Clerk  
County Court, Upshur County, Texas

BEFORE ME C. W. Loyd County Clerk Upshur County Texas on this day personally appeared L. P. McKinley County Judge Alfred N. Hobbs Commissioner Precinct No 1 Raymond Helms Commissioner Precinct No 2 E. L. Farnham Commissioner Precinct No 3 and A. D. Hackler Commissioner Precinct No 4 who after being duly sworn by me state under their oath, that they have examined the foregoing County Treasurer's Report of Upshur County, Texas and find the same to be correct to the best of their knowledge and belief

L. P. McKinley  
County Judge

Alfred N. Hobbs  
Commissioner Precinct No. 1

Raymond Helms  
Commissioner Precinct No 2

E. L. Farnham  
Commissioner Precinct No 3

A. D. Hackler  
Commissioner Precinct No 4

SUBSCRIBED AND SWORN TO Before me this 13 day of Jan  
A. D. 1969

Paul L. Loyd  
County Clerk, Upshur County Texas

January 13, 1969

Commissioners Court met in regular session with all members present. Motion made by Offie Nables seconded by E. L. Fanning that County Clerk of Upshur County be allowed additional funds in amount of \$5280.00 to hire extra help for work in clerk's office during calender year 1969.

In case of shortage of funds, the extra help will be stopped.

R. B. McHenry  
Offie Nables  
E. L. Fanning  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

January 6, 1969

Commissioner's Court met in regular session with all members present. Motion made by Bryant Holmes and seconded by Arlan Hackler that officials of Upshur County be paid on salary bases for year 1969. Motion carried.

*L. G. McKinley*  
 \_\_\_\_\_  
 L. G. McKinley

*Offis Nobles*  
 \_\_\_\_\_  
 Offis Nobles

*Bryant Holmes*  
 \_\_\_\_\_  
 Bryant Holmes

*Everett Fannin*  
 \_\_\_\_\_  
 Everett Fannin

*A. D. Hackler*  
 \_\_\_\_\_  
 A. D. Hackler

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### 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 Amelia Taylor of said County and State, do hereby  
 with the consent of the Commissioners' Court of Upshur County, Texas, duly entered herein,  
 nominate and appoint the said Amelia Taylor 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  
Amelia Taylor 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 January 1969

*O.W. Loyd*

of Upshur County, Texas

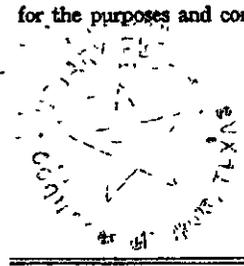
## THE STATE OF TEXAS.

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 16th day of January 1969

*C. H. Putman*  
 Notary Public in and for  
 Upshur County, Texas



### OATH OF OFFICE

"I, Amelia Taylor  
 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 16th day of January 1969

*Amelia Taylor*

*C. H. Putman*  
 Notary Public in and for  
 Upshur County, Texas

NOTE Article 18, Section 1, of the Constitution before amendment in November 1898 was worded differently as to persons elected and those appointed to office. This article, as amended, makes no such provisions, so all officers, whether elected or appointed, take the same oath.

COPY OF APPOINTMENT

COUNTY HEALTH OFFICER

I L. B. McKinley do hereby  
 certify that on 27 day of Jan 1969,  
 the Commissioners' Court of Upshur County,  
 duly appointed J. L. Zentlow M. D. ;  
 the County Health Officer of Upshur County,  
 whose term shall begin on Feb 14 1969 and end on  
Feb. 13 1970, unless said officer is removed by law.

SIGNED L. B. McKinley County Judge

# THE STATE OF TEXAS

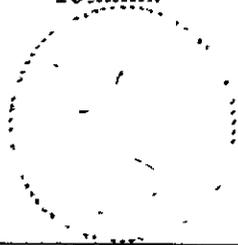
## OATH OF OFFICE

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

J. L. Fenlaw

SWORN TO and Subscribed before me this 31 day of January,

1969



May Huppert

Notary Public, Upshur County, Texas.

January 31, 1969

Motion made by Offie Nobles and seconded by Bryant Holmes to pay assessors \$25.00 per day for the days they reported for work in January, 1969.

\_\_\_\_\_  
L. G. McKinley

*[Signature]*  
\_\_\_\_\_  
Bryant Holmes

*[Signature]*  
\_\_\_\_\_  
A. D. Hackler

*[Signature]*  
\_\_\_\_\_  
Offie Nobles

*[Signature]*  
\_\_\_\_\_  
E. L. Farnin

January 31, 1969

Motion made by A. D. Hackler and seconded by Bryant Holmes to assess all property in Upshur County. Land value from \$15.20 per acre. One-fourth value on all new homes, trailer houses and personal property in County

\_\_\_\_\_  
L. G. McKinley

*[Signature]*  
\_\_\_\_\_  
Bryant Holmes

*[Signature]*  
\_\_\_\_\_  
A. D. Hackler

*[Signature]*  
\_\_\_\_\_  
Offie Nobles

*[Signature]*  
\_\_\_\_\_  
E. L. Farnin

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### LEASE AGREEMENT

THIS LEASE, made this the 10 day of February, 1969, between LONG MOTOR COMPANY of GILMER, Texas,

hereinafter known as LESSOR, and UPSHUR COUNTY PREC # 1 a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONER'S COURT Pursuant to an order duly and regularly passed on the 10 day of February, 1969, witnesseth that

Whereas, the LESSEE requires the use of the following equipment

**NEW EQUIPMENT:** (1) 1969 Ford 2 Ton Truck Mtr # F60CKE32785 (1) 1969 Ford Truck 2 Ton F60BKE32786 (1) Leland Low Loader Trailer Ser # 3075

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

1 Now therefore, the LESSOR in consideration of the payment of Trucks & Low-Boy and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Trucks & Low-Boy for a minimum period commencing on the date of this LEASE and ending May 15, 1971, on the following terms

1	\$2500.00	12-15'69	13	19
2	2500.00	5-15'70	14	20
3	2500.00	12-15'70	15	21
4	2321.09	5-15'71	16	22
5		11	17	23
6		12	18	24

2. The LESSEE acknowledges receipt of above desired Trucks & Low-Boy in good order and new condition and upon the expiration of the terms of this lease (in the event the option hereinafter referred to has not been exercised) or upon the prior termination of this lease, the LESSOR shall be entitled to the immediate possession of said Trucks & Low-Boy and the LESSEE shall thereupon deliver said Trucks & Low-Boy to the LESSOR at Gilmer, Texas, in good order and condition, ordinary wear and tear thereof excepted.

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

4 The LESSOR hereby gives the LESSEE the option to purchase said Trucks & Low-Boy in its then condition, at any time during the terms of this LEASE (or within any extension or renewal thereof) or within five days thereafter for the purchase price of \$ 9821.09 to be paid in cash or legally issued County Warrants plus 6% per annum interest on the amount from the date of this LEASE until such purchase price has been paid, from which total amount shall be deducted rentals theretofore paid In the event said option of purchase is exercised, however, all rentals theretofore paid shall be deducted therefrom as of the dates such rental installments were paid In the event the payments are not paid at maturity they shall bear six percent per annum interest until paid

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

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

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

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

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

LONG MOTOR COMPANY LESSOR

By [Signature] OWNER

UPSHUR COUNTY PREC # 1 LESSEE

By [Signature] County Judge

ATTEST [Signature] County Clerk

[Signature] Commissioner Precinct No 1  
[Signature] Commissioner Precinct No 2  
[Signature] Commissioner Precinct No 3  
[Signature] Commissioner Precinct No 4

STATE OF TEXAS

COUNTY OF Upshur

I, [Signature] County Clerk in and for Upshur County, Texas

do hereby certify that the above and foregoing is true and correct copy of the LEASE AGREEMENT entered into this date by and between Long Motor Co, as LESSOR, and Upshur County, Texas,

as LESSEE, and the same appears of record in Vol 14, Page \_\_\_\_\_, of the COMMISSIONERS' COURT MINUTES of Upshur County, Texas

Given under my hand and seal of office, this, the 10 day of Feb., 1969 A D

[Signature]  
County Clerk Upshur County, Texas  
[Signature] Deputy

LEASE AGREEMENT

between  
and

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O W EDIE  
CLERK, UPSHUR COUNTY

Assignment of Lease

Date February 10, 1969  
City Gilmer  
State Texas

For value received the undersigned does hereby sell, assign, and transfer unto Farmers & Merchants National Bank, Gilmer, Texas the annexed lease dated Feb 10, 19 69

made by the undersigned to Upshur County Prec # 1 Gilmer, Texas  
1969 Ford Trk 2 Ton (Lessor's Name) F60CKE32785 (Address) (1) Leland Low Boy  
of 1969 Ford Truck 2 Ton Machinery, Serial No F60BKE32786 Ser # 3075 and

all property therein described, all moneys due and to become due thereunder and the proceeds of any policy or policies of insurance required by said lease and all of the right, title and interest of the undersigned in and to said lease, property and moneys due or to become due thereunder and in and to the proceeds of any policy or policies of insurance required by said lease and in consideration of the acceptance of this assignment by F & M National Bank and as a part of the same transaction the undersigned hereby guarantees the payment of all moneys due, or to become due thereunder, and that the Lessee will perform each and every term, covenant and condition of said lease, at the time and in the manner therein specified, and the undersigned does hereby agree that in the event of default by the aforesaid Lessee in the performance of any of said covenants and agreement, including said payments of rental as they shall fall due, that immediately upon any such default, without further notice, the undersigned will pay to F & M National Bank

\_\_\_\_\_ said money so in default or perform said covenants and conditions so in default

The Undersigned warrants to F & M National Bank  
(1) the title to the property described in said lease, (2) that said lease is a valid and original lease, (3) that the Lessee in said lease has capacity to contract and that the signatures thereto are the genuine signatures of the parties whose signatures they purport to be, (4) that the unpaid balance of the rent specified in said lease is \$9821.09 as appears from the face thereof, (5) that the Lessee named in said lease (or his assignee) is not in default and has made all payments and has done and performed all acts and things on his part required to be done, paid or performed by the terms of said lease to the date of this assignment, (6) that any insurance required by said lease has been effected and is now in full force and effect

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

LONG MOTOR COMPANY (L.S.)  
(Lessor's Signature)  
By [Signature] OWNER  
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 10 day of February, 19 69, and agrees to make all payments due under said lease to F & M National Bank at Gilmer, Texas

COUNTY AUDITOR UPSHUR COUNTY (L.S.)  
(Lessee's Signature)  
By [Signature]  
(Signature of Authorized Officer)

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LEASE AGREEMENT

THIS LEASE, made this the 10 day of February, 1969, between LONG MOTOR COMPANY of GILMER, Texas, hereinafter known as LESSOR, and UBSHUR COUNTY PREC # 3 a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONER'S COURT Pursuant to an order duly and regularly passed on the 10 day of February, 1969, witnesseth that

Whereas, the LESSEE requires the use of the following equipment: New Equipment (1) 1969 Ford 2 Ton Truck Mtr # F60CKE27620 (1) 1969 Ford 2 Ton Truck Mtr # F60CKE27619

hereinafter referred to as Trucks, in good order and new condition and will be available in said County's Road and Bridge Fund, monies which it may lawfully spend for leasing said Trucks 1960 Ford F60CK56624

1 Now therefore, the LESSOR in consideration of the payment of Used Trks 1959 Ford F60C9K42612 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Trucks for a minimum period commencing on the date of this LEASE and ending May 15, 1971, on the following terms

Table with 6 rows and 3 columns of payment terms: 1. \$2000.00 12-15 '69, 2. 2000.00 5-15 '70, 3. 2000.00 12-15 '70, 4. 1061.00 5-15 '71, 5. 11, 6. 12

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

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

4 The LESSOR hereby gives the LESSEE the option to purchase said Trucks in its then condition, at any time during the terms of this LEASE (or within any extension or renewal thereof) or within five days thereafter for the purchase price of \$7061.00 to be paid in cash or legally issued County Warrants plus 6% per annum interest on the amount from the date of this LEASE until such purchase price has been paid, from which total amount shall be deducted rentals theretofore paid In the event said option of purchase is exercised, however, all rentals theretofore paid shall be deducted therefrom as of the dates such rental installments were paid In the event the payments are not paid at maturity they shall bear six percent per annum interest until paid

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

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

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

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

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

LONG MOTOR COMPANY LESSOR

By [Signature] OWNER.

UPSHUR COUNTY PREC # 3 LESSEE

By [Signature] County Judge

ATTEST [Signature] County Clerk

[Signatures of Commissioners Precincts No 1, 2, 3, 4]

STATE OF TEXAS

COUNTY OF Upshur

I, O. W. Loyd, County Clerk in and for Upshur County, Texas

do hereby certify that the above and foregoing is true and correct copy of the LEASE AGREEMENT entered into this date by and between Long Motor Company as LESSOR, and Upshur County, Texas, as LESSEE, and the same appears of record in Vol 14, Page --, of the COMMISSIONERS' COURT MINUTES of Upshur County, Texas

Given under my hand and seal of office, this, the 10 day of February, 1969 A D

O. W. Loyd

[Signature] County Clerk, Upshur County, Texas Deputy

400

LEASE AGREEMENT

between  
and

FILED

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D W LOYD  
CLERK UPSHUR COUNTY

### Assignment of Lease

Date February 10, 1969  
City Gilmer  
Texas  
State \_\_\_\_\_

For value received the undersigned does hereby sell, assign, and transfer unto Farmers & Merchants National Bank, Gilmer, Texas the annexed lease dated Feb 10, 1969

made by the undersigned to Upshur County Prec # 3, Gilmer, Texas  
2 Ton (Lessee's Name) F60CKE27620 (Address)  
of Model (2) 1969 Ford Trucks Machinery, Serial No (s) F60CKE27619

and all property therein described, all moneys due and to become due thereunder and the proceeds of any policy or policies of insurance required by said lease and all of the right, title and interest of the undersigned in and to said lease, property and moneys due or to become due thereunder and in and to the proceeds of any policy or policies of insurance required by said lease and in consideration of the acceptance of this assignment by F & M Natl Bank, Gilmer, Texas as a part of the same transaction the undersigned hereby guarantees the payment of all moneys due, or to become due thereunder, and that the Lessee will perform each and every term, covenant and condition of said lease, at the time and in the manner therein specified, and the undersigned does hereby agree that in the event of default by the aforesaid Lessee in the performance of any of said covenants and agreement, including said payments of rental as they shall fall due, that immediately upon any such default, without further notice, the undersigned will pay to F & M Natl Bank, Gilmer, Tex

\_\_\_\_\_ said money so in default or perform said covenants and conditions so in default  
The Undersigned warrants to F & M National Bank, Gilmer, Texas

(1) the title to the property described in said lease, (2) that said lease is a valid and original lease, (3) that the Lessee in said lease has capacity to contract and that the signatures thereto are the genuine signatures of the parties whose signatures they purport to be, (4) that the unpaid balance of the rent specified in said lease is \$7061.00 as appears from the face thereof, (5) that the Lessee named in said lease (or his assignee) is not in default and has made all payments and has done and performed all acts and things on his part required to be done, paid or performed by the terms of said lease to the date of this assignment, (6) that any insurance required by said lease has been effected and is now in full force and effect

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

LONG MOTOR COMPANY (L.S.)  
(Lessor's Signature)  
By [Signature] OWNER  
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 10 day of February, 1969, and agrees to make all payments due under said lease to F & M Natl Bank, at Gilmer, Texas.

COUNTY AUDITOR, UPSHUR COUNTY (L.S.)  
(Lessee's Signature)  
By [Signature]  
(Signature of Authorized Officer)

### LEASE AGREEMENT

THIS LEASE, made this the 10 day of February, 1969,  
 between LONG MOTOR COMPANY of GILMER, Texas,  
 hereinafter known as LESSOR, and UPSHUR COUNTY PREC # 4  
 a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONER'S COURT Pursuant  
 to an order duly and regularly passed on the 10 day of February 1969, witnesseth that

Whereas, the LESSEE requires the use of the following equipment:  
 New Equipment: (1) 1959 Ford 2 Ton Truck Mtr # F60BK71762

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

1 Now therefore, the LESSOR in consideration of the payment of 1965 Int. Truck 1700 5B 557 354 2  
 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Truck  
 for a minimum period commencing on the date of this LEASE and ending May 15, 1970, on the following terms

1	1957.20	12-15' 69	13	19
2	1957.19	5-15' 70	14	20
3		9	15	21
4		10	16	22
5		11	17	23
6		12	18	24

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

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

4 The LESSOR hereby gives the LESSEE the option to purchase said Truck  
 in its then condition, at any time during the terms of this LEASE (or within any extension or renewal thereof) or within five  
 days thereafter for the purchase price of \$ 3914.39 to be paid in cash or legally issued County Warrants plus 6%  
 per annum interest on the amount from the date of this LEASE until such purchase price has been paid from which total  
 amount shall be deducted rentals theretofore paid. In the event said option of purchase is exercised, however, all rentals thereto-  
 fore paid shall be deducted therefrom as of the dates such rental installments were paid. In the event the payments are not paid  
 at maturity they shall bear six percent per annum interest until paid.

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

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

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

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

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

LONG MOTOR COMPANY LESSOR

By [Signature] OWNER

UPSHUR COUNTY PREC # 4 LESSEE

By [Signature] County Judge

ATTEST [Signature] County Clerk

[Signature] Commissioner Precinct No. 1  
[Signature] Commissioner Precinct No. 2  
[Signature] Commissioner Precinct No. 3  
[Signature] Commissioner Precinct No. 4

STATE OF TEXAS

COUNTY OF Upshur

I, O.W. Loyd, County Clerk in and for Upshur County, Texas  
 do hereby certify that the above and foregoing is true and correct copy of the LEASE AGREEMENT entered into this date by and  
 between Long Motor Company as LESSOR, and Upshur County, Texas,  
 as LESSEE, and the same appears of record in Vol. 14 Page -- of the COMMISSIONERS' COURT MINUTES of  
Upshur County, Texas.

Given under my hand and seal of office, this, the 10 day of February, 1969 A D

O. W. Loyd

Upshur County Texas  
[Signature] Deputy

LEASE AGREEMENT

between  
and

7:55  
'69 FEB 11 AM 9:59

D & L  
CLERK, UPSHUR COUNTY

### Assignment of Lease

Date February 10, 1969  
City GILMER  
State TEXAS

For value received the undersigned does hereby sell, assign, and transfer unto Farmers & Merchants Natl Bank, Gilmer, Texas the annexed lease dated Feb 10, 1969

made by the undersigned to Upshur County Prec # 4, Gilmer, Texas  
(Lessor's Name) (Address)

of Model 1969 Ford Truck Machinery, Serial No (s) F6QBKE 71762 and 2 TON

all property therein described, all moneys due and to become due thereunder and the proceeds of any policy or policies of insurance required by said lease and all of the right, title and interest of the undersigned in and to said lease, property and moneys due or to become due thereunder and in and to the proceeds of any policy or policies of insurance required by said lease and in consideration of the acceptance of this assignment by

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

The Undersigned, warrants to F & M National Bank, Gilmer, Texas

(1) the title to the property described in said lease, (2) that said lease is a valid and original lease, (3) that the Lessee in said lease has capacity to contract and that the signatures thereto are the genuine signatures of the parties whose signatures they purport to be, (4) that the unpaid balance of the rent specified in said lease is \$3914.39 as appears from the face thereof, (5) that the Lessee named in said lease (or his assignee) is not in default and has made all payments and has done and performed all acts and things on his part required to be done, paid or performed by the terms of said lease to the date of this assignment, (6) that any insurance required by said lease has been effected and is now in full force and effect

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

LONG MOTOR COMPANY (L.S.)  
(Lessor's Signature)

By [Signature] OWNER  
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 10 day of February, 1969, and agrees to make all payments due under said lease to F & M National Bank at Gilmer, Texas

UPSHUR COUNTY, COUNTY AUDITOR (L.S.)  
(Lessee's Signature)

By [Signature]  
(Signature of Authorized Officer)

### LEASE AGREEMENT

THIS LEASE, made this the 10 day of February, 1969, between Yazell Chev.-Olds Company of Gilmer, Texas, hereinafter known as LESSOR, and Upshur County Precinct # 3 a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONER'S COURT Pursuant to an order duly and regularly passed on the 10 day of February, 1969, witnesseth that

Whereas, the LESSEE requires the use of the following equipment  
One 1969 Chevrolet Truck - Model C E 51703 - Serial # CES59JB05483

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

1 Now therefore, the LESSOR in consideration of the payment of None and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Truck for a minimum period commencing on the date of this LEASE and ending May 15, 1970, on the following terms

1	1500.00	May 15, 1969	7	13	19
2	900.00	Oct. 15, 1969	8	14	20
3	900.00	Jan. 15, 1970	9	15	21
4	915.63	May 15, 1970	10	16	22
5			11	17	23
6			12	18	24

2. The LESSEE acknowledges receipt of above desired Truck, in good order and new condition and upon the expiration of the terms of this lease (in the event the option hereinafter referred to has not been exercised) or upon the prior termination of this lease, the LESSOR shall be entitled to the immediate possession of said Truck

and the LESSEE shall thereupon deliver said Truck to the LESSOR at Gilmer, Texas, in good order and condition, ordinary wear and tear thereof excepted

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

4 The LESSOR hereby gives the LESSEE the option to purchase said Truck in its then condition, at any time during the terms of this LEASE (or within any extension or renewal thereof) or within five days thereafter for the purchase price of \$ 4215.63 to be paid in cash or legally issued County Warrants plus 6% per annum interest on the amount from the date of this LEASE until such purchase price has been paid, from which total amount shall be deducted rentals theretofore paid In the event said option of purchase is exercised, however, all rentals theretofore paid shall be deducted therefrom as of the dates such rental installments were paid In the event the payments are not paid at maturity they shall bear six percent per annum interest until paid

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

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

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

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

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

Yazell Chev. Olds Co. LESSOR

By [Signature]

Upshur County Precinct # 3 LESSEE

By [Signature]

ATTEST [Signature]  
County Clerk

[Signature] Commissioner, Precinct No 1  
[Signature] Commissioner, Precinct No 2  
[Signature] Commissioner, Precinct No 3  
[Signature] Commissioner, Precinct No 4

STATE OF TEXAS

COUNTY OF Upshur

I, O. W. Loyd, County Clerk in and for Upshur County, Texas

do hereby certify that the above and foregoing is true and correct copy of the LEASE AGREEMENT entered into this date by and between Yazell Chev.-Olds Co. as LESSOR, and Upshur County, Texas, as LESSEE, and the same appears of record in Vol 14, Page - of the COMMISSIONERS' COURT MINUTES of Upshur County, Texas

Given under my hand and seal of office, this, the 10 day of February, 1969 A D

O. W. Loyd

County Clerk Upshur County Texas  
[Signature] Deputy

LEASE AGREEMENT

between

and

FILED

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O. L. WILSON  
CLERK, UPSHUR COUNTY

### Assignment of Lease

Date February 10, 1969  
City Gilmer  
State Texas

For value received the undersigned does hereby sell, assign, and transfer unto First National Bank, Gilmer, Texas the annexed lease dated February 10, 1969 made by the undersigned to Upshur County, Precinct # 3 (Lessee's Name) (Address)

of Model 1969 Chev. Truck Machinery, Serial No (s) CE539J 805483 and all property therein described, all moneys due and to become due thereunder and the proceeds of any policy or policies of insurance required by said lease and all of the right, title and interest of the undersigned in and to said lease, property and moneys due or to become due thereunder and in and to the proceeds of any policy or policies of insurance required by said lease and in consideration of the acceptance of this assignment by First National Bank and as a part of the same transaction the undersigned hereby guarantees the payment of all moneys due, or to become due thereunder, and that the Lessee will perform each and every term, covenant and condition of said lease, at the time and in the manner therein specified, and the undersigned does hereby agree that in the event of default by the aforesaid Lessee in the performance of any of said covenants and agreement, including said payments of rental as they shall fall due, that immediately upon any such default, without further notice, the undersigned will pay to First National Bank

said money so in default or perform said covenants and conditions so in default The Undersigned warrants to First National Bank

(1) the title to the property described in said lease; (2) that said lease is a valid and original lease, (3) that the Lessee in said lease has capacity to contract and that the signatures thereto are the genuine signatures of the parties whose signatures they purport to be, (4) that the unpaid balance of the rent specified in said lease is 4215.63 as appears from the face thereof, (5) that the Lessee named in said lease (or his assignee) is not in default and has made all payments and has done and performed all acts and things on his part required to be done, paid or performed by the terms of said lease to the date of this assignment, (6) that any insurance required by said lease has been effected and is now in full force and effect

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

[Signature] (L. S.)  
By Owner-Yazell Chev.-Olds Co.  
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 10 day of February, 1969, and agrees to make all payments due under said lease to First National Bank at Gilmer, Texas

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

405

### LEASE AGREEMENT

THIS LEASE, made this the 10 day of February, 1969  
 between Yazell Chev.-Olds Co. of Gilmer, Texas,  
 hereinafter known as LESSOR, and Upshur County Precinct # 1  
 a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONER'S COURT Pursuant  
 to an order duly and regularly passed on the 10 day of February 1969, witnesseth that:

Whereas, the LESSEE requires the use of the following equipment  
One 1969 Chevrolet Truck - Model GS 5140B - Serial # CS539P 815773

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

1 Now therefore, the LESSOR in consideration of the payment of Used Truck  
 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Truck  
 for a minimum period commencing on the date of this LEASE and ending January 15, 1970, on the following terms

1	<u>1500.00</u>	<u>May 15, 1969</u>	7	13	19
2	<u>951.60</u>	<u>Oct. 15, 1969</u>	8	14	20
3	<u>951.61</u>	<u>Jan. 15, 1970</u>	9	15	21
4			10	16	22
5			11	17	23
6			12	18	24

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

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

4 The LESSOR hereby gives the LESSEE the option to purchase said Truck  
 in its then condition, at any time during the terms of this LEASE (or within any extension or renewal thereof) or within five  
 days thereafter for the purchase price of \$ 3403.21 to be paid in cash or legally issued County Warrants plus 6%  
 per annum interest on the amount from the date of this LEASE until such purchase price has been paid, from which total  
 amount shall be deducted rentals theretofore paid. In the event said option of purchase is exercised, however, all rentals thereto-  
 fore paid shall be deducted therefrom as of the dates such rental installments were paid. In the event the payments are not paid  
 at maturity they shall bear six percent per annum interest until paid

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

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

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

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

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

Yazell Chev.-Olds Company LESSOR  
 By [Signature]  
Upshur County Precinct # 1 LESSEE  
 By [Signature]  
 ATTEST [Signature] County Clerk  
[Signatures] Commissioner, Precinct No 1  
[Signatures] Commissioner, Precinct No 2  
[Signatures] Commissioner, Precinct No 3  
[Signatures] Commissioner, Precinct No 4

STATE OF TEXAS  
 COUNTY OF Upshur

I, O. W. Loyd, County Clerk in and for Upshur County, Texas  
 do hereby certify that the above and foregoing is true and correct copy of the LEASE AGREEMENT entered into this date by and  
 between Yazell Chev.-Olds Company, as LESSOR, and Upshur County, Texas,  
 as LESSEE, and the same appears of record in Vol. 14, Page --, of the COMMISSIONERS' COURT MINUTES of  
Upshur County, Texas

Given under my hand and seal of office, this, the 10 day of February, 1969 A D

O. W. Loyd

County Clerk, Upshur County, Texas  
[Signature] Deputy

LEASE AGREEMENT

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6 2 11  
CLERK UPBHRK LOSTY

between  
and

### Assignment of Lease

Date February 10, 1969  
City Gilmer  
State Texas

For value received the undersigned does hereby sell, assign, and transfer unto First National Bank, Gilmer, Texas the annexed lease dated February 10, 1969 made by the undersigned to Upshur County Precinct # 1, Gilmer, Texas

of Model 1969 Chev Truck Machinery, Serial No (s) 695599 315775 and all property therein described, all moneys due and to become due thereunder and the proceeds of any policy or policies of insurance required by said lease and all of the right, title and interest of the undersigned in and to said lease, property and moneys due or to become due thereunder and in and to the proceeds of any policy or policies of insurance required by said lease and in consideration of the acceptance of this assignment by First National Bank and as a part of the same transaction the undersigned hereby guarantees the payment of all moneys due, or to become due thereunder, and that the Lessee will perform each and every term, covenant and condition of said lease, at the time and in the manner therein specified, and the undersigned does hereby agree that in the event of default by the aforesaid Lessee in the performance of any of said covenants and agreement, including said payments of rental as they shall fall due, that immediately upon any such default, without further notice, the undersigned will pay to First National Bank said money so in default or perform said covenants and conditions so in default.

The Undersigned warrants to First National Bank: (1) the title to the property described in said lease, (2) that said lease is a valid and original lease, (3) that the Lessee in said lease has capacity to contract and that the signatures thereto are the genuine signatures of the parties whose signatures they purport to be, (4) that the unpaid balance of the rent specified in said lease is 5405.21 as appears from the face thereof, (5) that the Lessee named in said lease (or his assignee) is not in default and has made all payments and has done and performed all acts and things on his part required to be done, paid or performed by the terms of said lease to the date of this assignment, (6) that any insurance required by said lease has been effected and is now in full force and effect

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

W. L. Yezell (L. S.)  
(Lessor's Signature)

By Omer Yezell Chev - Olds Company  
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 10 day of February, 19 69, and agrees to make all payments due under said lease to First National Bank at Gilmer, Texas

Upshur County (L. S.)  
County Auditor (County Signature)  
By Bruce Warren  
(Signature of Authorized Official)

Commissioner's Court met in special session February 24, 1969 to canvass returns of the special Road Bond Election held February 22, 1969. Total vote was 818 in favor of and 804 against. Bond defeated.

Commissioner's Court authorized County Clerk to pay Election Officials for holding special bond election.

Bryant Holmes  
Bryant Holmes

A. D. Hackler  
A. D. Hackler

Everett Fannin  
Everett Fannin

Offie Nobles  
Offie Nobles

L. G. McKinley  
L. G. McKinley

January 13, 1969

Commissioners' Court met in regular session with all members present. Motion was made by A. D. Hackler and seconded by E. L. Fannin to raise Rex Varner's salary from \$160.00 to \$200.00 per month. Motion carried.

L. G. McKinley

Offie Nobles

E. L. Fannin

A. D. Hackler

February 26, 1969

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

\$8000.00 Dallas County Water Control & Improvement District #6 Bonds. Series 1952 maturing March 1, 1969. Bonds held by First National Bank, Dallas on receipt #A 67685.

Motion carried.

L. G. McIlwain  
A. P. Naylor  
Garland H. H. H.  
E. D. Fanning  
\_\_\_\_\_