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UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

May 5, 1969

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:

\$10,000.00 U. S. Treasury 2 $\frac{1}{2}$ % Bonds of 1966-69. These securities held by First National Bank, Dallas, Texas on receipt # 56546.

Motion Carried.

R. M. [Signature]
Offie Nobles
Bryant Holmes
C. L. Fanning

May 12, 1969

Commissioners Court met in regular session. Motion was made by Bryant Holmes and seconded by Offie Nobles to accept rate increase on employee Hospital Insurance of \$4.42 per month EMPLOYEE and \$1.64 per month dependent services.

Offie Nobles
Bryant Holmes
C. L. Fanning
A. D. Hackler

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RESOLUTION BY THE COMMISSIONERS COURT OF UPSHUR COUNTY

WHEREAS, the Texas Highway Department has proposed the improvement of a section of F. M. 1650 extending from State Highway 154 to a point near its Station No. 59 + 00 East of a bridge on F.M. 1650 adjacent to the R. R. Taylor property;

and whereas this improvement includes the relocation of the Northwest 0.52 miles of the present F. M. 1650 from its present location to a new location near the East boundary of the L. L. Berry property, and the West boundary of the properties of Mrs. Norman Ray and Mrs. J. T. McCaslan from Highway 154 to the present location of F. M. 1650 at its Station No. 27 + 70 near the L. L. Berry and the James Gee houses;

and whereas it will be necessary that the Highway Department abandon and return to the County of Upshur that part of the present F. M. 1650 from Highway No. 154 to said intersection near the L. L. Berry and James Gee houses;

and whereas the Texas Highway Department desires assurance from Upshur County that such improvement and relocation is agreeable to Upshur County, that Upshur County will accept the return to it of said abandoned right of way, and will secure the necessary right of way for said improvement and relocation;

NOW, THEREFORE, it is hereby resolved by the Commissioners Court of Upshur County that said improvement and relocation of a part of F. M. Highway 1650 is agreeable to Upshur County and that Upshur County will accept the return to Upshur County of the said section of the present F. M. 1650 to be abandoned by the Texas Highway Department, and that Upshur County will secure the right of way necessary for the improvement and relocation described above.

Motion made by Offie Nobles and seconded by Arlan Hackler. All voted yes.

W. L. McHenry
Offie Nobles
Raymond Holmes
E. T. Fanning
A. D. Hackler

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ORGANIZATION OF BOARD OF EQUALIZATION

BE IT REMEMBERED that on this the 12 day of May 19 69, the Commissioners' Court of Upsher County, Texas, was duly convened as a Board of Equalization, at the regular meeting place at the Court House in the town of Gilmer, Upsher County, Texas, for the purpose of equalizing the value of all taxable property, located in said County, for the purposes of taxation for the year 19 69, with all members of said Court, viz.

- L. G. M. Kinley County Judge
- Officer Nobiles Commissioner, Precinct #1
- Raymond Holmer Commissioner, Precinct #2
- E. R. Farnin Commissioner, Precinct #3
- A. D. Haskler Commissioner, Precinct #4

present and participating.

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

"I, Upsher, a member of the Board of Equalization of Upsher County, Texas, for the year A.D., 19 69, hereby solemnly swear:

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

Upsher County, Gilmer, Texas
12 Day of May, 19 69.

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OATH OF BOARD OF EQUALIZATION

"I, as a member of the Board of Equalization of Upshur County, Texas, for the year A.D., 1969, hereby solemnly swear:

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

L. G. McKinley
County Judge

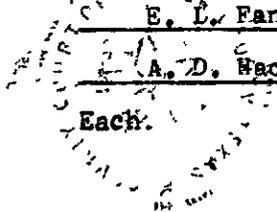
Offie Nobles
Commissioner Precinct #1

Bryant Holmes
Commissioner Precinct #2

E. L. Fannin
Commissioner Precinct #3

A. D. Wackler
Commissioner Precinct #4

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 12 day of May, 1969, by
L. G. McKinley County Judge
Offie Nobles Commissioner Precinct #1
Bryant Holmes Commissioner Precinct #2
E. L. Fannin Commissioner Precinct #3
A. D. Wackler Commissioner Precinct #4



A. H. Loyd
County Clerk Upshur County, Texas

12 day of May, 1969.

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ORDER RECESSING BOARD OF EQUALIZATION

BE IT REMEMBERED, that the Board of Equalization for Upshur County, Texas, having been regularly convened and BEING IN SESSION ON THIS THE 12 day of May A.D., 1969, the following order was upon motion of Commissioner Nablos, duly seconded by Commissioner Halmer unanimously carried and adopted, to-wit:

There being no further business now necessary to be transacted by said Board of Equalization, it is ordered that said Board do now recess until 10:00 A.M., the 9 day of June A.D., 1969, at which time said Board of Equalization will further resume the transaction of such business as may then come before it.

L. L. McHenry
County Judge

Upshur County, Gilmer Texas.

12 day of May A.D., 1969.

May 12, 1969

Commissioners' Court met in regular session with all members present, and approved the following persons as Election Judges for Special and General Elections for the year, 1969.

#1 S.E. Gilmer	Gordon G. Carrington Route 5, Gilmer, Texas
#2 N.E. Gilmer	Otis J. Phillips, Jr. Cass St. Gilmer, Texas
#3 S.W. Gilmer	Lois Graves Gilmer, Texas
#4 N.W. Gilmer	Mrs. Ray H. Greene P. O. Box 250, Gilmer, Texas
#5 Glenwood	Mrs. D. P. Cavitt Route 1, Gilmer, Texas
#6 Lafayette	Earl A. Adams Route 1, Pittsburg, Texas
#7 Big Sandy	Lucille Wimberly Route 2, Big Sandy, Texas
#9 West Mountain	Mrs. Clinton Clark Route 1, Gilmer, Texas
#10 Grice	B. B. Dacus Route 4, Gilmer, Texas
#11 Bettie at Charlie Green's Garage	Charlie Green Route 2, Gilmer, Texas
#12 Ewell	A. F. Elwell Route 6, Gilmer, Texas
#13 Simpsonville	Mrs. R. A. Blundell Route 2, Gilmer, Texas
#14 Shady Grove	Mrs. Lois McWhorter Route 1, Big Sandy, Texas
#15 Pritchett	Mrs. Ruth Snow Route 2, Big Sandy, Texas
#16 Rocky	J. H. (Howard) Dunagan Box 454, Gladewater, Texas
#18 Diana	S. T. Buie Diana, Texas
#19 Ore City	J. W. Manns Box 13, Ore City, Texas
#20 Rhonesboro	Sherman James Route 1, Big Sandy, Texas
#21 East Mountain	W. C. Mathis Route 1, Gilmer, Texas
#23 Latch	Cecil W. Harris Route 3, Gilmer, Texas
#24 Union Hill	M. C. Sturdivant Route 2, Gilmer, Texas
#25 Rosewood	Mrs. Florence Johnson Route 4, Gilmer, Texas
#26 Coffeetown	W. C. Cavitt Route 1, Ore City, Texas
#27 Union Grove	Mrs. Faye Willeford Route 2, Gladewater, Texas

L. L. McKinley
Appie Walker
A. D. Hacker

E. L. Pannin
Raymond Holmes

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P O BOX 3735

SKLAR PRODUCING CO., INC.

2925 MANSFIELD ROAD
SHREVEPORT, LOUISIANA 71103

TELEPHONE 424-8135

May 27, 1969

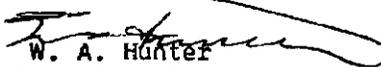
Re: Lease #5367
Upshur County
Baylor & Throckmorton Counties,
TexasCommissioners Court
Upshur County
Gilmer, Texas

Gentlemen:

In accordance with the terms and provisions of oil, gas and mineral lease dated October 14, 1968, from Upshur County, Texas, to Jim Heydrick, dba Heydrock Petroleum Company, covering lands in Baylor and Throckmorton Counties, Texas, attached is copy of log covering the Upshur County School Land Well #N-1-99 drilled by Sklar Producing Co., et al on the above numbered lease. This well was completed as a dry hole on May 5, 1969.

Yours truly,

SKLAR PRODUCING CO., INC.,


W. A. Hunter
Land Department

MEGARGEL DRILLING COMPANY

PHONE 563-2311 OR 563-2591

BOX 355

MEGARGEL, TEXAS 76370

Upshur County School Land Well #N-1-99

Formation	Top	Bottom
Surface	0	140
snale w/sand & limy strks	140	2312
lime	2312	2338
shale	2338	3006
shale w/sand strks	3006	3100
shale	3100	3118
lime	3118	3182
shale w/sand & lime strks	3182	3237
lime	3237	3332
shale w/sand strks	3332	3370
shale	3370	3372
sand w/shale strks	3372	3412
shale	3412	3458
shale & sand	3458	3596
lime	3596	3647
shale w/sand strks	3647	3710
shale & sand	3710	3736
lime	3736	3751
shale & lime	3751	3773
lime	3773	3800
snale	3800	3814
shale w/sand strks	3814	3917
shale w/sand & lime strks	3917	4022
shale w/limy strks	4022	4048
snale w/sand strks	4048	4224
shale & sandy shale	4224	4250
shale w/sand strks	4250	4345
shale	4345	4448
shale & sand	4448	4478
shale w/sand strks	4478	4567
shale w/limy sand strks	4567	4643
shale	4643	4754
lime	4754	4807
lime & shale	4807	4892
shale	4892	4990
shale w/lime strks	4990	5022
lime & shale	5022	5101
shale	5101	5140
lime no show	5140	5269
lime w/weak show	5269	5279
lime	5279	5470

June 9, 1969

Commissioners' Court met in regular session. Motion was made by Bryant Holmes and seconded by E. L. Fannin that Contract with C. R. Law Tax Records Inc. be amended to include the year 1967.

L. H. McKinnel
O. P. Nobles
Bryant Holmes
E. L. Fannin
A. D. Hackler

June 9, 1969

Commissioners' Court met in regular session. Motion made by Bryant Holmes and seconded by A. D. Hackler that Upshur County join the Sabine-Cypress Valley Council of Governments contingent on the signing of agreements to join same Council by City of Gilmer, and County of Gregg.

Motion passed all voting aye.

L. H. McKinnel
O. P. Nobles
Bryant Holmes
E. L. Fannin
A. D. Hackler

June 9, 1969

Commissioners' Court met in regular session with all members present. Motion made by Nobles, seconded by Fannin that the amount per acre for land to be offered by Upshur County for land on Right-of-Way on Farm-to-Market Road #1650 be set \$100.00 per acre.

Motion carried all voting aye.

L. H. McKinnel
O. P. Nobles
Bryant Holmes
E. L. Fannin
A. D. Hackler

June 9, 1969

Commissioners' Court met in regular session with all members present. Motion made by Fennin, seconded by Hackler that \$30.00 per month Auto Allowance be allowed Constable Bill Byrd effective June 1, 1969.

Motion carried - all voting aye.

L. G. McQuilly
Officer Noble
Inspector Johnson
E. P. Fennin
A. D. Hackler

WHEREAS, W. C. Jones, Assessor-Collector of Taxes for Upshur County, Texas did enter into a contract with C. R. Law Tax Records, Inc. on the 8th day of August, A. D. 1967; whereby C. R. Law Tax Records, Inc. did agree and bind itself to prepare and compile a Delinquent Tax Record for Upshur County, Texas, as provided for in Article 7336f Revised Civil Statutes, for the years 1939 to 1966, both inclusive, which said contract was duly and regularly approved by the Commissioners Court of Upshur County, Texas; and

WHEREAS, it is now the desire of W. C. Jones, Assessor-Collector of Taxes for Upshur County, Texas, and C. R. Law Tax Records, Inc. to amend said contract to extend the period to include the years 1939 to 1967, both inclusive, and have so signified by their signatures affixed to this instrument, and it being the desire of this court to make such amendment to the contract, IT IS THEREFORE ORDERED by this court that the amended contract be and the same is hereby approved to include the years 1939 to 1967, both inclusive.

DATED this 9 day of June, A. D. 1969.

(Collector)
SEAL

W.C. Bill Jones
Assessor-Collector of Taxes

UPSHUR County, Texas
C. R. LAW TAX RECORDS, INC



(Corporate)
SEAL

Charles L. Porter, Jr.
Charles L. Porter, Jr. Secretary

BY Mrs C.R. Law, Jr.
Mrs C. R. Law, Jr., President

Above order approved in open court this 9 day of June, A.D. 1969

ATTEST

O.W. Layh
Clerk, Commissioners Court

UPSHUR County, State of Texas

THE STATE OF TEXAS
 COUNTY OF UPSHUR

X
 X
 KNOW ALL MEN BY THESE PRESENTS;

BE IT REMEMBERED that on this, the 9 day of June, A. D. 1969, a quorum of the Commissioners' Court of Upshur County, Texas being present, in a regular meeting of said Court, and the following proceedings were had, to wit:

WHEREAS, the Commissioners' Court of Upshur County, Texas has been authorized and empowered by House Bill No. 1265 of the 61st Texas Legislature, in regular session, to sell and convey unto Gilmer Industrial Foundation, Inc., the hereinafter described tract of land; and

WHEREAS, the Commissioners' Court of Upshur County, Texas has determined that a necessity exists that the said tract of land be conveyed to Gilmer Industrial Foundation, Inc., to be used for industrial development.

Pursuant to the above, a motion was made by A. D. Walker, Commissioner of Precinct No. 4, Upshur County, Texas, and seconded by E. P. Janner, Commissioner of Precinct No. 3, Upshur County, Texas, that said Court make, execute, and deliver to Gilmer Industrial Foundation, Inc., its successors and assigns, a deed of conveyance to the hereinafter described tract of land. Said motion having been put to a vote and having been unanimously adopted as the act of the Commissioners' Court of Upshur County, Texas, and the same being carried by a majority vote of the Court.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, L. G. McKinley, County Judge of Upshur County, Texas; Offie Nobles, Commissioner of Precinct No. 1 of Upshur County, Texas; Bryant Holmes, Commissioner of Precinct No. 2 of Upshur County, Texas;

Everett Fannin, Commissioner of Precinct No. 3 of Upshur County, Texas; and A. D. Hackler, Commissioner of Precinct No. 4 of Upshur County, Texas, for and in consideration of the sum of One Dollar to us in hand paid by Gilmer Industrial Foundation, Inc., the receipt of which is hereby acknowledged and confessed, have GRANTED, SOLD and CONVEYED, and by these presents, do GRANT, SELL and CONVEY unto Gilmer Industrial Foundation, Inc., all that certain tract or parcel of land located and situated in Upshur County, Texas, and more particularly described as follows:

BEING 13.66 acres of land lying in the A Lumbrera Grant, Upshur County, Texas, and being out of the NEC of the original Sweet Potato Experimental Farm, and better described as follows:

BEGINNING at a stake in the West edge of the right-of-way of U.S. Highway No. 271 at the SEC of the Sunset Memorial Park, same being the NEC of the original Potato Experimental Farm;

THENCE South 89 deg 22 min West 784.7 feet with the SBL of said Sunset Memorial Park to a stake in said line for corner;

THENCE South 00 deg 16 min West 678 feet to a stake for corner;

THENCE South 89 deg 47 min East 964.7 feet to a stake for corner in the WBL of the above mentioned U.S. Highway No. 271;

THENCE in a Northwesterly direction, with and along the WBL of said highway, the course of which is:

North 13 deg 26 min West 5.7 feet;

North 13 deg 58 min West 332.3 feet;

North 16 deg 22 min West 256 feet, and

North 12 deg 06 min West 146 feet to the place of beginning, and containing 13.66 acres.

SAVE AND EXCEPT, however, all of the oil, gas and other minerals lying on, in and under such tract of land, it being the intention of the County to convey the SURFACE ESTATE TITLE ONLY in and to such land.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any-wise belonging unto the said Gilmer Industrial Foundation, Inc., its successors and assigns forever, and we do hereby bind ourselves, and our successors in office to warrant and forever defend, all and singular, the said premises unto the said Gilmer Industrial Foundation, Inc., its successors and assigns, against every person whomso-

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expressed, and in the capacity therein stated.

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

of June, A. D. 1969.



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

ARTICLES OF AGREEMENT OF THE REGIONAL PLANNING
COMMISSION FOR THE SABINE-CYPRESS VALLEYS
COUNCIL OF GOVERNMENTS

STATE OF TEXAS / KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF /

WHEREAS, the 59th Texas Legislature has enacted House Bill 319 (Art. 1011m, V.A.T.S.) to authorize counties, cities, towns, and other political subdivisions of this State to establish regional planning commissions; and

WHEREAS, pursuant thereto the undersigned political subdivisions located within the Counties of Panola, Harrison, Marion, Rusk, Gregg, Upshur, Wood and Camp, together with all other counties in what is known as East Texas Planning Region, composed of a 14 county area as delineated by the office of the Governor, Division of Planning Coordination, in December, 1968, who may desire to join herein and execute this agreement, do hereby execute a mutual agreement to establish and provide for a regional planning commission for said area with all of the governmental rights and powers pertaining thereto now authorized or which may hereafter be authorized and as particularly incorporated herein.

W I T N E S S E T H

THIS AGREEMENT made and entered into by and between the parties hereto, the undersigned political subdivisions, and all other governmental units which may hereafter adopt this agreement, acting in performance and discharge of their governmental functions, in consideration of the mutual advantages to be derived therefrom, by voluntary association hereby agree to establish and by these presents

do establish a Regional Planning Commission.

I.

The name of the regional planning commission established by this agreement shall be "Sabine-Cypress Valleys Council of Governments".

II.

Definitions: As used herein, the following terms shall have the meaning shown thereafter.

A. "Governmental Unit" means any incorporated city or town, county, or other political subdivision occurring wholly or partially within the boundaries of Panola, Harrison, Marion, Rusk, Gregg, Upshur, Wood, and Camp Counties, together with any political subdivision lying within any county contiguous to any member county hereof, all of which political subdivisions shall comprise a part of and be included within the East Texas Planning Region, composed of a 14 county area as delineated by the office of the Governor, Division of Planning Coordination, in December, 1968.

B. "Region, area or regional" means the geographic area of the 14 county area above delineated or any part thereof.

III.

The organization, powers, duties, membership and functions of the association created hereby shall be as set forth in these Articles and in the Bylaws to be adopted, under the terms and conditions in those Articles and Bylaws as stated or as they may be amended.

IV.

Objectives: The Council of Governments as herein created may adopt and amend its Bylaws to govern its functions, operations and orderly discharge of its responsibilities and the exercise of its

powers pursuant to this agreement. This Council may make studies and plans to guide the unified, far-reaching development of the area, to eliminate duplication, and to promote economy and efficiency in the coordinated development of the area. This Council may make plans for the development of the area which may include recommendations on major thoroughfares, streets, traffic and transportation studies, bridges, airports, parks, recreation sites, school sites, public utilities, land use, water supply, sanitation facilities, drainage, public buildings, population density, open spaces, and other items relating to the effectuation of the general purposes. This Council may assist the participating governmental units individually or collectively in carrying out any plans or recommendations developed by the Council. The Council may assist any participating governmental unit individually in the preparation of effectuation or local planning consistent with its general purposes.

The duties and responsibilities of this Council of Governments are as set out herein and to be particularly set forth in the Bylaws, which shall be adopted by it during its initial organizational meeting, at which time its officers, each of whom shall be an elected official representing a participating member governmental unit, shall be elected by all members of the Board of Directors.

The decisions and actions of this Council of Governments as such shall not be binding upon any member governmental unit, but shall be advisory only for the guidance and assistance of local governmental or political units in the solution of mutual problems.

V.

This agreement shall be effective upon the date of its approval by the undersigned and in the case of any governmental unit becoming a member of the association after the execution of this agreement, by compliance with the applicable provisions of the Bylaws.

VI

A. The fiscal year of this Council of Governments shall commence on the first day of the month following approval of this agreement and the Bylaws of the Association by the undersigned. The dues provided herein shall be due and payable within thirty days after such commencement of the fiscal year, and annually thereafter.

B. Each governmental unit becoming a member of this Council of Governments shall pay annual dues and assessments on the basis of the following schedule:

1. Each county governmental member unit shall pay dues annually upon a fiscal year basis a sum of 6¢ per capita for the total county population as shown in Table B-7, East Texas Planning Region, "Planning Regions for the State of Texas", December, 1968, issued by the Office of the Governor, Division of Planning Coordination.

2. Each incorporated city or town shall pay dues upon a fiscal year basis annually in the amount of 6¢ per capita for its total population as posted on its official 1968 Texas Highway Department city or town limit signs; however, minimum annual dues of \$100.00 shall be paid by any member incorporated city or town regardless of population.

3. An independent school district with less than 500 scholastics shall pay dues upon a fiscal year basis annually in the sum of \$25.00.

4. An independent school district with between 500 and 1000 scholastics shall pay dues upon a fiscal year basis annually in the sum of \$50.00.

5. An independent school district with more than

1000 scholastics shall pay dues upon a fiscal year basis annually in the sum of \$100.00.

6. All other units of government not set out hereinabove shall pay dues upon a fiscal year basis annually in the sum of \$100.00.

C. In the event one or more governmental member units or any other governmental entity should desire this Council of Governments to conduct a special study or studies pertaining to a portion of the entire area covered by this Council of Governments, the cost of such study shall be borne by those member units of any other governmental entity desiring same in an amount as the Board of Directors in its discretion may determine. Further, population with respect to assessment of dues and membership on the Board of Directors shall be updated from time to time by the Board of Directors as it in its discretion may determine to be needed, but at no less an interval than annually.

D. This Council of Governments may apply for, contract for, receive and expend funds or grants from the State of Texas, the federal government or any other source. However, this Council of Governments shall have no power to levy any character of tax whatever.

E. Funds of this Council of Governments shall be deposited in a depository bank to be designated by the Board of Directors and may be expended upon check or warrant on order of the Executive Committee provided that each such check or warrant shall be signed by the Secretary-Treasurer and countersigned by the Chairman or Vice-Chairman of the Executive Committee.

F. This agreement may be executed in one or more counterparts and shall be binding and effective on each signatory party hereto

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regardless of whether said counterpart is executed by any other unit of government.

WITNESS OUR HANDS this the 9 day of June, 1969.

COUNTY OF UPSHUR

BY A. H. McKeeney
County Judge



BY W. R. Reynolds
County Clerk

CITY OF GILMER

BY _____
Mayor

ATTEST-

BY _____
City Secretary

LEASE AGREEMENT

THIS LEASE, made this the 16 day of June, 1969,
 between Hart Tractor Co. of Gilmer, Texas,
 hereinafter known as LESSOR, and Upshur County Precinct # 2
 a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONER'S COURT Pursuant
 to an order duly and regularly passed on the 16 day of June, 1969, witnesseth that

Whereas, the LESSEE requires the use of the following equipment
One- 1-656-0 Tractor Serial No. 11009 . Model S-80 Tiller
and #3000 Loader International
 hereinafter referred to as Tractor & Tiller
 for the purpose of building and maintaining roads, and whereas, there is now available, and will be available in said County's
 Road and Bridge Fund, monies which it may lawfully spend for leasing said Tractor & Tiller

1 Now therefore, the LESSOR in consideration of the payment of Trade in
 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Tractor & Tiller
 for a minimum period commencing on the date of this LEASE and ending _____, on the following terms

1		7		13		19
2	<u>Dec. 15, 1969</u>	8	<u>\$2000.00</u>	14		20
3		9		15		21
4	<u>May 15, 1970</u>	10	<u>2000.00</u>	16		22
5		11		17		23
6	<u>Dec. 15, 1970</u>	12	<u>2056.62</u>	18		24

2 The LESSEE acknowledges receipt of above desired Tractor & Tiller in good order and new condition and
 upon the expiration of the terms of this lease (in the event the option hereinafter referred to has not been exercised) or upon the
 prior termination of this lease, the LESSOR shall be entitled to the immediate possession of said Tractor
& Tiller and the LESSEE shall thereupon deliver said Tractor & Tiller
 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 Tractor & Tiller and shall
 take reasonable and proper care thereof, and at its own expense make all necessary repairs and replacements. In the event of
 any default by the LESSEE in the payment of rent, or otherwise, this LEASE shall terminate at the option of the LESSOR

4 The LESSOR hereby gives the LESSEE the option to purchase said Tractor & Tiller
 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 \$ 6056.62 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 thereto

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

7 It is expressly agreed and understood that this LEASE does not obligate the LESSEE to purchase said Tractor
& Tiller or to renew this LEASE. It is further expressly agreed and understood that if in the future the
 LESSEE avails itself of the option either to renew this LEASE or to purchase said Tractor & Tiller
 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.

Hart Tractor Co. LESSOR
 By R. L. Hart
 Owner
L. H. McQuilley LESSEE
 County Judge
 ATTEST O. W. Loyd County Clerk
D. P. Noble Commissioner, Precinct No. 1
August Holmes Commissioner, Precinct No. 2
E. B. Ferguson Commissioner, Precinct No. 3
A. D. Hatcher Commissioner, Precinct No. 4

STATE OF TEXAS
 COUNTY OF Upshur
O. W. Loyd, County Clerk in and for Upshur County, Texas

do hereby certify that the above and foregoing is true and correct copy of the LEASE AGREEMENT entered into this date by and
 between Hart Tractor 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 16 day of June, 1969 A. D.
O. W. Loyd
 County Clerk Upshur County Texas

LEASE AGREEMENT

between
and

69 JUN 19 11 10

CLEAR U.S. BANK

Assignment of Lease

Date June 16, 1969
City Gilmer
State Texas

For value received the undersigned does hereby sell, assign, and transfer unto Farmers & Merchants National Bank, Gilmer the annexed lease dated June 16, 1969 made by the undersigned to Upshur County, Texas

(Lessor's Name)
of Model: I-656-G Tractor Machinery, Serial No (s) 11009. S-80 Tiller & 3000 Loader-Int'l. 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 Nat'l Bank, Gilmer 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, Gilmer
(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 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.

Hart Lumber Co (L.S.)
(Lessor's Signature)

By R L Hart
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 16 day of June, 1969 and agrees to make all payments due under said lease to Farmers & Merchants National Bank, Gilmer, Texas

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

By James Massey
(Signature of Authorized Officer)
County Auditor

June 23, 1969

Commissioners Court met in special session with all members present. bids were opened for Gas, oil, grease, tile, tires, tubes, batteries and accessories for period July 1, 1969 thru June 30, 1970 -

Motion made by Holmes, second by Noble to accept following bids -

Goodyear Service Stores

Gulf Oil Corporation

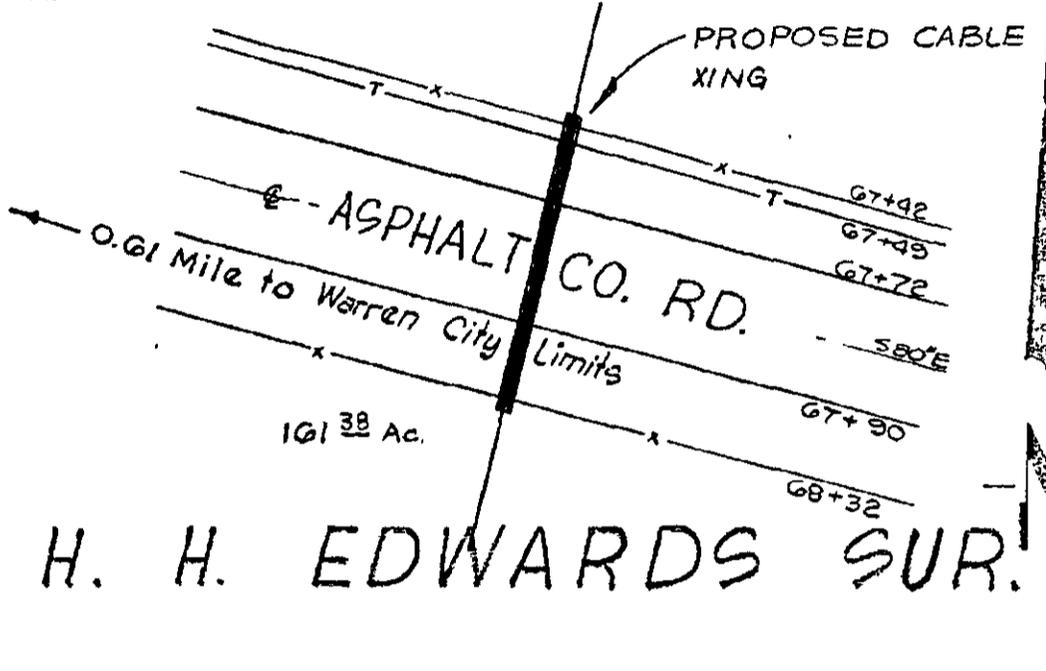
Grady Holmes Concrete Tile Products

All members voted aye motion carried -
copy of bids filed with these minutes

L. A. McKinley
 J. P. Noble
 Grady Holmes
 E. H. Fanning
 A. D. Hackler

Exhibit "A"

Humble Oil 35406, 35907

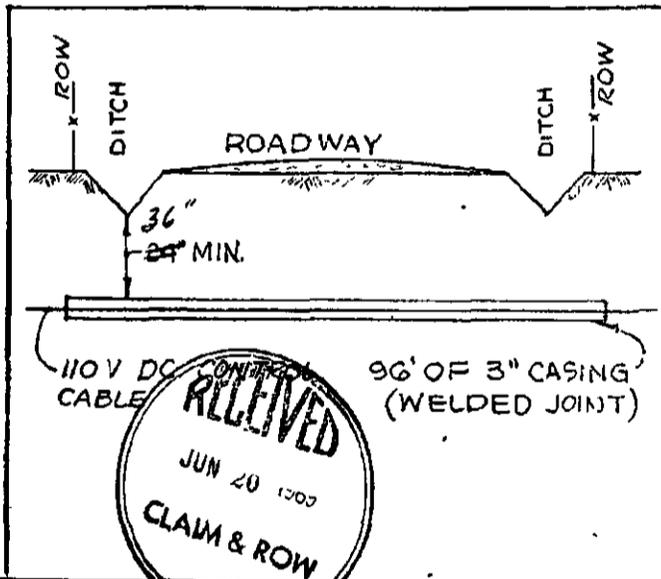


I. D. Smith

REF. (ET 3325-21) (ME 1064-4)

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

J. R. Montgomery
Registered Engineer No. 2875



PROPOSED CABLE CROSSING OF COUNTY ROAD H.H. EDWARDS SURVEY - EAST TEXAS FIELD - UPSHUR CO. TEXAS

HUMBLE OIL & REFINING COMPANY
PRODUCTION DEPARTMENT
TYLER, TEXAS

DRAWN MCCOY	ENGR. SECTION CIVIL	REVISED	SCALE NONE	JOB NO.	FILE NO.
CHECKED C.B.	APPROVED <i>[Signature]</i>		DATE 2-13-69		MA385H3