



UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

July 26, 1976

Commissioners Court met in regular session with all members present; J.W. Meadows, Offie Nobles, Floyd Drennan, Charles Still, and Judge Everett Dean. Judge Dean presided. The minutes were read of the July 15th meeting. Charles Still made a motion the minutes stand approved. J.W. Meadows seconded it. Motion carried. The minutes of the July 19th meeting was read. J.W. Meadows made a motion that these minutes stand approved. It was seconded by Floyd Drennan. Motion carried.

Tony Williams, city manager of Gladewater, met with the court to ask for help in fighting fires in rural areas of Upshur County. The \$50 offered by Upshur County was not sufficient, he said. Judge Dean reported that other fire departments in Upshur County and surrounding areas went beyond their city limits to fight rural fires.

Mr. George Thomas, city councilman of Gladewater, met with the court and said that Upshur County was receiving all the tax money from the Rocky Community, and felt that fire protection money from Upshur County had to be raised.

Some twenty five persons from this Rocky Community met with the court to try to find a solution to this problem. Some of them were willing to pay extra taxes for their fire protection. Charles Still mentioned that Gladewater was receiving \$116,000 a year in sales tax. And that the people from this area were contributing to these taxes. The Court could not come up with a solution to the problem. Charles Still suggested that a committee be formed consisting of Rocky Community persons, Commissioners Court, City Councilmen, and other interested in finding a solution to this problem.

Mr. Joe Propes presented a petition to the court that the Rocky Community presented to the Gladewater City Council. (copy attached).

Mrs. Cynthia Shattles, County Extention Agent, and Mr. Claude Andrews, of the Texas Council of Governments met with the court about a contract for a Mini-Bus, which will help transport the elderly to different places. An answer will be given at the next meeting.



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

Page 2

Mr. Don Hightower sent a resolution to be signed by the court for approval to apply for second-year funding for juvenile probation services. Charles Still made a motion we approve this resolution. Seconded by Floyd Drennan. Motion carried. (copy attached)

A permit application from Arkansas Louisiana Gas Company was presented to the court to place a four inch welded steel gas pipeline within the right-of-way of two county roads. Charles Still made a motion the application be approved. Seconded by J.W. Meadows. Motion carried. (copy attached)

A permit application from Forrest Curry for the Pritchett Water Supply to cross Red Maple Road with a 1½ inch line was presented to the court. Charles Still made a motion to approve this. Floyd Drennan seconded. Motion carried. (copy attached)

A permit application from J.R. Arrington for the Pritchett Water Supply to cross Elm Road with a 1½ inch water line was presented to the court. Charles Still made a motion to approve this. Floyd Drennan seconded. Motion carried. (copy attached)

A permit application from Delhi Gas Corporation to place a 2 7/8 O. D. natural gas pipeline within a county road right-of-way was presented to the court. J.W. Meadows made a motion to approve this. Offie Nobles seconded. Motion carried. (copy attached)

Offie Nobles made a motion to adjourn. Charles Still seconded. Motion carried.

Charles Still

J.W. Meadows

Charles Still

Floyd Drennan

74:11 MV OF TRP 92.

AD 10



UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

July 26, 1976

Commissioners Court met in regular session with all members present. Motion was made by Floyd Drennan, seconded by commissioner Charles Still that Upshur County enter into contract with S.D. Lyles Jr. of Throckmorton County to lease Upshur County Public School land in Throckmorton County, Texas. And also lease to G.D. London in Baylor and Throckmorton Counties. Said persons shall lease public school lands for grazing purposes only for a period of five years beginning the first day of June 1977. Copy of lease attached to and becoming a part of this minute. Motion carried.

Voting aye

Voting no

Floyd Drennan

J.W. Meadows

Charles L. Still

Floyd Drennan

RESOLVED:

That the Commissioner's Court of Upshur County, Texas gives its continued support to the reorganization of the Camp-Marion-Upshur-Wood Counties Probation System to include both Adult and Juvenile Probation Departments, and

That the Chief Juvenile Probation Officer be authorized to request second year funding for the period of August 1, 1976 through July 31, 1977 in the amount of \$26,108 for said Reorganization Project from the Criminal Justice Division, Office of the Governor, State of Texas.

Above resolution adopted this the 26th day of July 1976.

Attest:

Approved:
Commissioners Court

County Clerk
Chad L. Hill
Commissioner, Precinct #3

Everett Dea
County Judge
Opie Webb
Commissioner, Precinct #1

Alfred D. Denson
Commissioner, Precinct #4

J. W. Meadows
Commissioner, Precinct #2

11:43

RESOLVED:

That the Commissioner's Court of Upshur County, Texas gives its continued support to the reorganization of the Camp-Marion-Upshur-Wood Counties Probation System to include both Adult and Juvenile Probation Departments, and

That the Chief Juvenile Probation Officer be authorized to request second year funding for the period of August 1, 1976 through July 31, 1977 in the amount of \$26,108 for said Reorganization Project from the Criminal Justice Division, Office of the Governor, State of Texas.

Above resolution adopted this the 26th day of July 1976.

Attest:

Approved:
Commissioners Court

County Clerk
Chas. L. Hill
Commissioner, Precinct #3

County Judge
Robert R. ...
Commissioner, Precinct #1

Commissioner, Precinct #4
...

Commissioner, Precinct #2
...

11:20

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date July 19, 1976

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

Formal notice is hereby given that Arkansas Louisiana Gas Company
whose principal address is P. O. Box 21734, Shreveport, LA 71151
does propose to place a 4" welded steel gas pipeline
within the ROW of ⁽²⁾ County Roads
as follows:

Located in: the J.B.B. DAVENPORT SURVEY A-1, as shown on plats attached.

The location and description of the proposed lines or appertenances
is more fully shown by three (3) copies of drawings attached to
this application.

All work will be as directed by the County Commissioner or his
designate in full accordance with Upshur County Road & Bridge
Department policies and specifications.

Proposed construction will begin, if approved, on or after
19th day of July 1976

Firm: ARKANSAS LOUISIANA GAS COMPANY
Title: Albert A. Walker, Jr.
Albert A. Walker, Jr., Mgr., R/W Dept.
Address: P. O. Box 21734
Shreveport, LA 71151

Line - 7-419
Item # 3
(SL-6290)

Approved
7-26-76

76 JUL 30 AM 11:43

FILED
CLERK OF DISTRICT COURT
UPSHUR COUNTY

2

A. Youngblood
53 ac.

16+71
1 ft. 22 1/2°

5cc
SL-6290

3

17427 & Co. Rd.
20' grad. Co. Rd.

Pt. 15.38
2c.

F-419
4"

17+00 fe.

17+54 fe.

4

Cora
Bauman
38 ac.

18+00

1 ft. 16 3/4°

20+00 sc. p

Pt. 15.33
2c.

22+00 fe.
Wds. scrub oak & elm
24+00

6

A. B. Poole
58 ac.

sm. pine

5103/2° E
68M

Creek

scot. sw. gum
31+60
1 ft. 21 1/4°

20+72

30+03

33+28 bk. 33+44 fe. p

sm. pine

20'

36+19 fe.

33+90
1 ft. 1°

open

41+43
1 ft. 0 1/2°

PORT

7

C. Maddox
123.5 ac.

42+12 Delhi Gas Corp.
"WARNING" pipelinq

open

"exist. pipeline"

49+00
1 ft. 17 1/2°

8

5cc
SL-6290

49+30 fe.

50+15

1 ft. 13° 11'

51+30

1 ft. 3° 08'

open pasture

20'

25+32

55+20

58+83 EXXON
Smith #1
1 ft. 9° 37'

59+56 fe.

20'

38+74 pipeline

25'

35+25 fe.

exist. pipeline

9

41.10 ac.

49+49 & 20' grad. Co. Rd.
49+65 fe.

52+00

1 ft.

55+

1 ft. 14°

56+

1 ft. 17°

ARKANSAS LOUISIANA GAS COMPANY
PLAT SHOWING

Sur. of prop. 4" gas pipeline F-419
crossing two County Roads in the
J. B. B. DAVENPORT SURVEY, A-1,

Upshur Co., Texas

W. F. 5 mi
100 ac

Bk: 1256 Pgs: 22 & 24
Scale: 1" = 400'

Date: 6-1-52

J. B. B. DAVENPORT SUR. A-1

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date July 19, 1976

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

Formal notice is hereby given that Arkansas Louisiana Gas Company
whose principal address is P. O. Box 21734, Shreveport, LA 71151
does propose to place a 4" welded steel gas pipeline
within the ROW of ⁽²⁾ County Roads
as follows:

Located in the J.B.B. DAVENPORT SURVEY A-1, as shown on plats attached.

The location and description of the proposed lines or appertenances
is more full, shown by three (3) copies of drawings attached to
this application.

All work will be as directed by the County Commissioner or his
designate in full accordance with Upshur County Road & Bridge
Department policies and specifications.

Proposed construction will begin, if approved, on or after
19th day of July 1976

Firm: ARKANSAS LOUISIANA GAS COMPANY
Title: Albert A. Walker, Jr.
Albert A. Walker, Jr., Mgr., R/W Dept.
Address: P. O. Box 21734
Shreveport, LA 71151

78 JUN 30 AM 11:43
CLERK

Line - F-419
Item #3
(SL-6290)

PERMITS APPLICATION FOR

VOL. 17 PG. 434 USE OF UPSHUR COUNTY RIGHT OF WAY

Date 7-26-76

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

Formal notice is hereby given that Britchett Water Supply
whose principal address is P.O. Box 567 Gilmer, Tex
does propose to place a water line
within the ROW of County Road Red Maple Road

as follows: 1 in. PVC line increased in 1 1/2 in.
P.V.C. This line is to serve
Forrest Curry

The location and description of the proposed lines or appertenances
is more fully shown by three (3) copies of drawings attached to
this application.

All work will be as directed by the County Commissioner or his
designate in full accordance with Upshur County Road & Bridge
Department policies and specifications.

Proposed construction will begin, if approved, on or after

_____ day of _____ 19__

Firm: _____

Title: _____

Address: _____

Approved
7-26-76

76 JUL 30 AM 11:43

Clerk

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY VOL. 17 PG. 437

Date 7-26-76

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

Formal notice is hereby given that Rutchett Water Supply
whose principal address is PO Box 567 Gilmer Tex.
does propose to place a Water line
within the ROW of County Road Elm Road

as follows: this to be a 1 in PVC instead
in a 1 1/2 in PVC.
this to serve J.R. Arington

The location and description of the proposed lines or appertences
is more fully shown by three (3) copies of drawings attached to
this application.

All work will be as directed by the County Commissioner or his
designate in full accordance with Upshur County Road & Bridge
Department policies and specifications.

Proposed construction will begin, if approved, on or after
_____ day of _____ 19__

Firm: _____

Title: _____

Address: _____

Approved
7-26-76

76 JUL 30 AM 11:43

CLERK

THE UPSHUR COUNTY COMMISSIONERS COURT
BOX 39
GILMER, TEXAS 75644

Formal notice is hereby given and request made that Delhi
Gas Pipeline Corporation ~~Company~~ proposes to place a
2 7/8 O.D. natural gas pipeline within the
right-of-way of County Road _____ as follows:

(DESCRIBE AND ATTACH PLAT)

The location and description of the proposed construction and appurtenances is more fully shown by the attached drawing and plat. The line will be constructed and maintained on the county right-of-way as directed by the County Commissioners Court in accordance with current Upshur County specifications.

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road. It is further understood that in the future, should for any reason Upshur County need to work, improve, relocate, widen, increase, add to, or in manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the Upshur County Commissioners and shall be relocated at the complete expense of the owner.

It is further understood and agreed that Upshur County assumes no liability for damages to any line, pole, construction, or appurtenances in the normal maintenance of the county road.

All work on the county right-of-way shall be performed in accordance with the County Commissioner's instructions. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners.

With the approval of the Commissioners Court construction will begin on or after 19th day of July, 1976.

FIRM DELHI GAS PIPELINE CORPORATION

By John E. Lemons

John E. Lemons
Title
Landman
Address
2700 Fidelity Union Tower,
Dallas, Texas 75201
Flap Drennon

APPROVED: [Signature]
[Signature]

(This form to be submitted in duplicate for each proposed installation.)

[Signature]
7-26-76

THE STATE OF TEXAS

COUNTY OF UPSHUR

KNOW ALL MEN BY THESE PRESENTS:

That this lease contract and agreement for grazing purposes, made and entered into by and between Upshur County, Texas, hereinafter referred to as Lessor, acting herein by and through the Commissioner's Court of Upshur County, Texas, pursuant to an order of said court duly made and entered upon the minutes of said court on 7-26-1976 1976, and G. D. London of Throckmorton, Texas, hereinafter referred to as Lessee, and in consideration of the mutual promises and agreements herein set forth,

W I T N E S S E T H:

I. That said Upshur County, Texas, hereby leases and lets to the said G. D. London for grazing purposes only, and for a term of Five (5) years beginning the 1st day of June, 1977, and ending on the 1st day of June, 1982, the following described lands, to-wit:

Being 9,847 acres of land, more or less,
described as follows;

Two leagues of land situated in Baylor and Throckmorton Counties, granted by the State of Texas, to the Commissioners' Court, Upshur County, by patent No. 772, Vol. 12, being Abstract No. 567, and to which patent and the record thereof in the general land office in Austin, Texas, reference is here made for further description and field notes and said record is made a part hereof for a full description of said land.

II. The rental for such lease is and shall be the sum of Two and 05/100 (\$2.05) per acre per year, or a total of Twenty Thousand One Hundred Eighty-Six & 35/100 (\$20,186.35) Dollars payable in five (5) annual installments of equal amount, the five installments are due on or before June 1, 1977, and June 1, 1978, 1979, 1980, 1981. In the event of an increase in the tax rate or the valuation of said land for tax purposes during the term

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TY

of this contract lessee agrees that the consideration for the execution of this lease shall be increased in an amount sufficient only to equal said increase in taxes and said increased consideration shall be effective during the year following such increase. All sums to be paid by Lessee hereunder are to be paid at Gilmer, Texas.

III. Failure upon the part of the said G. D. London to pay any of said installments of rental when due hereunder shall entitle Upshur County, Texas, to forfeit the balance of the term of this lease at the option of said county, acting by and through its Commissioners' Court. In such event and in case said land shall then be let for grazing purposes for the remainder of the term herein mentioned, then and in such event the said G. D. London shall be liable for the balance, if any, remaining as unpaid difference between the rental provided for in this lease and the amount for which said county may let such land for grazing purposes only in case of such forfeiture.

IV. All improvements heretofore made and now on the herein leased lands shall remain the property of Upshur County, Texas, and all improvements that may be made thereon by Lessee, his heirs and assigns, during the term of this lease, shall become the property of Upshur County, Texas, upon the expiration of this lease from any cause. This includes all fences, corrals and tanks, as well as any and all other improvements which may now be upon or may hereafter be covered hereby in the same manner as if fully, definitely and particularly set forth, itemized and described herein. Notwithstanding anything to the contrary contained in this paragraph, it is distinctly understood and agreed that any scales for the wrighting of livestock which may be installed on said premises shall be the property of lessee and he shall have and is hereby given the right to remove same upon the expiration of this lease.

V. It is distinctly and expressly understood and agreed that Lessor, Upshur County, Texas, specifically reserves and

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expects all Oil, Gas and other Minerals in, to, underlying and that may be produced from the above described lands, and all such oil, gas and other mineral rights are specifically excepted and reserved to the Lessor County.

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

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

Lessee hereunder is hereby given the authority and directed to oversee the operations of mineral lessees on the land above described land to the end that such mineral lessee will clean up all debris, fill pits and generally return the land to its same condition as prior to the commencement of any seismic or drilling operations thereon. In the event of the failure of any mineral lessee or operator to clean up the property for the protection of the surface and its grazing capabilities lessee shall be obligated to notify lessor of such fact.

VII. It is understood and agreed by the parties hereto that Lessee shall not have the right to sub-let all or any portion

of the above described premises for grazing purposes, except with the permission of lessor, and that all the covenants, terms and conditions of this lease shall extend, apply to and firmly bind the Heirs, successors and assigns of the respective parties hereto as fully as the respective parties are themselves bound; but that no sub-lease or assignment by the Lessee shall in any manner release him from his liability and obligation to pay the rentals provided for by this lease.

VIII. Lessee hereunder agrees, binds and obligates himself to maintain all outside fences in such condition as to turn cattle at all times.

IX. Lessor agrees that lessee shall be given at least twelve months notice prior to the termination of the lease and shall have a twelve months period within which to vacate said premises regardless of when such notice is given.

IN TESTIMONY WHEREOF, these presents are executed in triplicate, either copy of which shall have all the force and effect of an original, on this the 30th day of July, 1976.

Ernest Dean
County Judge

Comm. Prec't. #1

J. W. Meadows
Comm. Prec't. #2

Chas. L. Hill
Comm. Prec't. #3

W. D. Cannon
Comm. Prec't. #4

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976 JUL 30
FBI 2:23
TY

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

LESSOR

Ernest Dean

LESSEE

G. D. London

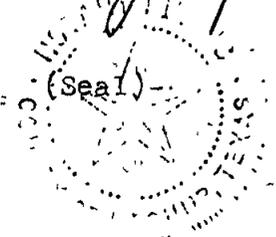
THE STATE OF TEXAS X
COUNTY OF UPSHUR X

BEFORE ME, the undersigned authority, on this day personally appeared Everett Deaw, County Judge of Upshur County, Texas,

Commissioner of Precinct No. 1, _____
Commissioner of Precinct No. 2, J. W. Meadows
Commissioner of Precinct No. 3, Charles L. Still
Commissioner of Precinct No. 4, Floyd Drummond

of said county, known to me to be the persons whose names are subscribed to the foregoing instruments, and each acknowledged to me that he executed the same for the purposes therein stated, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 30 day of July, A.D. 1976.

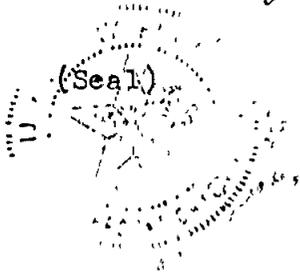


[Signature]
Notary Public in and for
Upshur County, Texas'

THE STATE OF TEXAS X
COUNTY OF Throckmorton X

BEFORE ME, the undersigned authority, on this day personally appeared G. D. London, known to me to be the person whole name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 19th day of June, A.D. 1976.



Jane Cook
Notary Public in and for
Throckmorton County, Texas

THE STATE OF TEXAS
COUNTY OF UPSHUR

KNOW ALL MEN BY THESE PRESENTS:

That this lease contract and agreement for grazing purposes, made and entered into by and between Upshur County, Texas, hereinafter referred to as Lessor, acting herein by and through the Commissioner's Court of Upshur County, Texas, pursuant to an order of said court duly made and entered upon the minutes of said court on 7-26-1976 1976, and S. D. Liles, Jr. of Throckmorton, Texas, hereinafter referred to as Lessee, and in consideration of the mutual promises and agreements herein set forth,

WITNESSETH:

I. That said Upshur County, Texas, hereby leases and lets to the said S. D. Liles, Jr. for grazing purposes only, and for a term of Five (5) years beginning the 1st day of June, 1977, and ending on the 1st day of June, 1982, the following described lands, to-wit:

Being 7,865 acres of land, more or less,
described as follows:

Two leagues of land situated in Throckmorton County, Texas, granted by the State of Texas to the Commissioners' Court of Upshur County, by Patent No. 494, Vol. 11, dated July 5th, 1856, being Abstract No. 825, and to which patent and the record thereof in the general land office in Austin, Texas, reference is here made for further description and field notes and said record is made a part hereof for a full description of said land.

II. The rental for such lease is and shall be the sum of Two and 05/100 Dollars (\$2.05) per acre per year, or a total of Sixteen Thousand One Hundred Twenty-three & 25/100 (\$16,123.25) Dollars payable in five (5) annual installments of equal amount, the five installments are due on or before June 1, 1977, and June 1, 1978, 1979, 1980, 1981. In the event of an increase in the tax rate or the valuation of said land for tax purposes during the term

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CLERK OF UP SHUR COUNTY
JUL 30 PM 2:23

of this contract lessee agrees that the consideration for the execution of this lease shall be increased in an amount sufficient only to equal said increase in taxes and said increased consideration shall be effective during the year following such increase. All sums to be paid by Lessee hereunder are to be paid at Gilmer, Texas.

III. Failure upon the part of the said S. D. Liles, Jr. _____ to pay any of said installments of rental when due hereunder shall entitle Upshur County, Texas, to forfeit the balance of the term of this lease at the option of said county, acting by and through its Commissioners' Court. In such event and in case said land shall then be let for grazing purposes for the remainder of the term herein mentioned, then and in such event the said S. D. Liles, Jr. shall be liable for the balance, if any, remaining as unpaid difference between the rental provided for in this lease and the amount for which said county may let such land for grazing purposes only in case of such forfeiture.

IV. All improvements heretofore made and now on the herein leased lands shall remain the property of Upshur County, Texas, and all improvements that may be made thereon by Lessee, his heirs and assigns, during the term of this lease, shall become the property of Upshur County, Texas, upon the expiration of this lease from any cause. This includes all fences, corrals and tanks, as well as any and all other improvements which may now be upon or may hereafter be covered hereby in the same manner as if fully, definitely and particularly set forth, itemized and described herein. Notwithstanding anything to the contrary contained in this paragraph, it is distinctly understood and agreed that any scales for the weighing of livestock which may be installed on said premises shall be the property of lessee and he shall have and is hereby given the right to remove same upon the expiration of this lease.

V. It is distinctly and expressly understood and agreed that Lessor, Upshur County, Texas, specifically reserves and expects

all Oil, Gas and other Minerals in, to, underlying and that may be produced from the above described lands, and all such oil, gas and other mineral rights are specifically excepted and reserved to the Lessor County.

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

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

Lessee hereunder is hereby given the authority and directed to oversee the operations of mineral lessees on the land above described land to the end that such mineral lessee will clean up all debris, fill pits and generally return the land to its same condition as prior to the commencement of any seismic or drilling operations thereon. In the event of the failure of any mineral lessee or operator to clean up the property for the protection of the surfact and its grazing capabilities lessee shall be obligated to notify lessor of such fact.

VII. It is understood and agreed by the parties hereto that Lessee shall not have the right to sub-let all or any portion of the above described premises for grazing purposes, except with the permission of lessor, and that all the covenants, terms and conditions of this lease shall extend, apply to and firmly bind the

heirs, successors and assigns of the respective parties hereto as fully as the respective parties are themselves bound; but that no sub-lease or assignment by the Lessee shall in any manner release him from his liability and obligation to pay the rentals provided for by this lease.

VIII. Lessee hereunder agrees, binds and obligates himself to maintain all outside fences in such condition as to turn cattle at all times.

IX. Lessor agrees that lessee shall be given at least twelve months notice prior to the termination of the lease and shall have a twelve months period within which to vacate said premises regardless of when such notice is given.

IN TESTIMONY WHEREOF, these presents are executed in triplicate, either copy of which shall have all the force and effect of an original, on this the 30th day of July, 1976.

[Signature]
County Judge

Comm. Prec't. #1

[Signature]
Comm. Prec't. #2

[Signature]
Comm. Prec't. #3

[Signature]
Comm. Prec't. #4

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

LESSOR
[Signature]

LESSEE
[Signature]

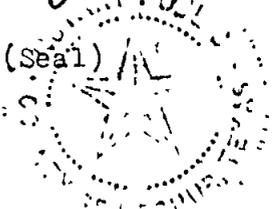
THE STATE OF TEXAS X
COUNTY OF UPSHUR X

BEFORE ME, the undersigned authority, on this day personally appeared Everett Dean, County Judge of Upshur County, Texas,

Commissioner of Precinct No. 1, _____
Commissioner of Precinct No. 2, J.W. Meadows
Commissioner of Precinct No. 3, Charles L. Still
Commissioner of Precinct No. 4, Floyd Drummond

of said county, known to me to be the persons whose names are subscribed to the foregoing instruments, and each acknowledged to me that he executed the same for the purposes therein stated, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 30 day of July, A. D. 1976.



Chas. Pittman
Notary Public in and for
Upshur County, Texas

THE STATE OF TEXAS X
COUNTY OF Throckmorton X

BEFORE ME, the undersigned authority, on this day personally appeared S. D. Liles, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 19th day of June, A.D. 1976.



Jane Cook
Notary Public in and for
Throckmorton County, Texas

FILED
CLERK OF COUNTY
JUL 30 PM 2:23 '76