Regular Meeting October 12, 1970 Tyler County Commissioners' Court

At the Regular Meeting of the Tyler County Comm. Court, those present were: Comm. Shepherd, Comm. Jordan and Comm. Fowler, with said meeting presided over by County Judge Jeff R. Mooney. The following bussines was attended to:

Comm. Jordan made the motion, seconded by Comm. Fowler to accept the Lease and Tenancy Agreement of U. S. Plywood & Champion Paper Inc. (COPY ATTACHED). All voted yes, none voted no.

Comm. Fowler made the motion, seconded by Comm. Shepherd to accept the Resolution of proposed exchange of Right of way. (COPY ATTACHED). All voted yes, none voted no.

Motion was made by Comm. Fowler, seconded by Comm Shepherd to accept Order declaring Results of Election held in the town of Colmesneil on 12th of September 1970. (COPY ATTACHED). All voted yes, none voted no.

Comm. Fowler made the motion to accept Plat File #148 of City of Colmesneil, Texas, for recording purposes only. Comm. Shepherd seconded this motion, and all voted yes, none voted no.

Comm. Fowler made the motion, seconded by Comm. Shepherd to accept Plat of Lincoln Acres, Section 1 for recording purposes only. All voted yes, none voted no.

Comm. Fowler made the motion, seconded by Comm. Jordan to waive court cost on Willie Durham and Woody Eddings. All voted yes, none voted no.

Motion was made by Comm Fowler, seconded by Comm. Shepherd to pay all current bills thate are approved by the County Auditor. All voted yes, none voted no.

Comm. Shepherd made the motion, seconded by Comm. Jordan to accept the Co. Treasurer's Report from July 1, through Sept. 30, 1970. All voted yes, mne voted no.

Comm. Shepherd made motion, seconded by Comm Jordan to approve the recommendation of the committee appointed by the Court to redistrict Tyler County, changing the boundary lines of each commissioners precinct according to the attached plat and field notes. All voted yes, none voted no. Page 2-Regular Meeting-October 12, 1970-Tyler Co Comm Ct Meeting

Comm. Shepherd made the motion, seconded by Comm. Jordan to accept the List of Delinquent or Insolvent taxpayers and Tax Assess-or-Collector's Supplemental Assessment Roll. Also to accept the list of land and lots delinquent on June 20, 1970 for taxes of 1969 in Tyler County and Errors in assessment in 1969. Also to accept the Recapitulation of forms of Tyler Co. Tax Rolls for the year 1970. All voted yes, none voted no.

Motion was made by Shepherd seconded by Comm Fowler to appoint Bennett Hanna to act as Alternate Election Judge in Voting Precinct No. 1. All voted yes, more voted no.

Comm. Fowler made the motion seconded by Comm Jordan to pay expenses and mileage at 10¢ per mile for Bro. Raymond Parker to attend the youth meeting to be held in Austin, Texas. All voted yes, none voted no.

Letter of Request of Woodville Nursing Center was discussed and tabled for further study.

Motion was made by Comm. Jordan seconded by Comm Shepherd to allow the Tax Assessor and Collector an extra employee beginning October 15, 1970 for 30 days and for his or her salary to be set at up to \$225.00 per month. FOR: Jordan, Shepherd and Mooney. AGAINST: Fowler.

Motion was made by Comm. Fowler, seconded by Comm. Shepherd to allow the Sheriff to purchase the following Items for use in the iail:

2 doz. mattresses @ \$8:00 each

2 doz. pillows @ \$1.25 each

2 doz. blankets @ \$3.75 each

2 doz. covers @ \$27.00 per doz.

2 doz. pillow cases @ \$5.75 per doz.

All voted ves, none voted no.

Comm. Shepherd made the motion, seconded by Comm. Jordan to appoint Leon Fowler to act as Moderator of the Court in absence of Judge Jeff R. Mooney. All voted yes, none voted no.

Motion was then madeby Comm. Shepherd, seconded by Comm. Jordan to adjourn. All voted yes, none voted no.

Signed: Jeff R. Mooney, County Judge.

J. Carl. Shepherd, Comm Pct. #1

(ABSENT)

H. H. Powell, Comm Pct #2

January James R. Jordan, Comm Pct #4

ATTEST: Word Protein Otha Miles, County Clerk

(L.S.)

That, U. S. Plywood-Champion Papers Inc., a New York

corporation with a permit to do business in the State of Texas, with

its Texas domicile in Harris County, Texas, hereinafter called "Lessor"

in consideration of the premises and of the obligations, agreements

and covenants of Tyler County, Texas, hereinafter called "Lessee", has

made and entered into the following lease and tenancy agreement with

said Lessee, viz:

Lessor does hereby let, lease and demise, for the purposes and terms hereinafter specified, unto Lessee, beginning with the date of this instrument, the following described land situated in Tyler County, to-wit:

BEING 4.26 acres of land, more or less, in the G. Araujo 5 League Survey, Abstract 3, Tyler Gounty, Texas, as described in Exhibit "A" attached hereto and as shown on Exhibit "B" attached; together with access thereto by a road right of way 40 feet in width as described in Exhibit "A" and shown in Exhibit "B", attached hereto and made a part hereof.

Lessee is hereby given the right to use said land for the purpose of a garbage disposal area and for a roadway leading from a County Road to a 4.26 acre tract which is to be used for a garbage disposal area and for the further purpose of constructing, maintaining, and operating the roadway and the garbage disposal area.

This lease shall be in force for a primary term of 10 years, and thereafter shall continue until terminated by either party as of the end of any calendar year, to be made effective upon not less than sixty (60) days advance notice to the other party:

The consideration for this lease is the sum of ONE DOLLAR (\$1.00) cash this day paid to Lessor by Lessee, and ONE DOLLAR (\$1.00) to be paid annually hereafter on the same day of each successive year so long as this lease remains in force conditioned, however, that the Lessee shall have complied in all respects with the terms and conditions of this agreement, which are set out as follows:

all-weather road south from the county road to the 4.26 acre tract upon the right of way hereinbefore described, and to install or erects suitable signs and directions denoting the 4.26 acres as being the dumping grounds.

2.

Lessee agrees to salvage within a reasonable time from this date, all timber situated on the right of way and on the dumping grounds, and upon the conclusion of the salvaging thereof, deliver to our mill or railroad siding located at Camden, Texas. Lessee is to clean up the dumping area and to install a four-wire barbed wire fence along each side of the right of way herein granted from the County Road to the garbage disposal area, and to install a hog-wire fence not less than three (3) feet in height with two (2) barbed wire on top around the 4.26 acre garbage disposal area.

3.

Lessee agrees to use all reasonable diligence to prevent the escape from the garbage disposal area of trash and debris and will keep the access road right of way clear of trash and debris and will at all times give adequate supervision and protection to the grounds. Lessee agrees to use a conventional "land-fill" type operation in which the refuse is put down in a uniform layer, compacted, and periodically covered with soil and leaving the top layer of soil a minimum of two feet in depth. Lessee agrees to leave the final pit elevation at least equal to the elevation around the pit boundary so that surface water will drain from the pit area and leaving no standing water thereon. Lessee agrees to use reasonable care and diligence to protect the lands and timber of Lessor in Lessor's surrounding property, and will at once make a report in writing to Lessor at Camden, Texas, of all depredations and trespasses thereon and upon any other land or timber owned or claimed by Lessor in the vicinity thereof, and Lessee agrees not to nail or steeple any wire or other objects or material to any of the timber, or attach anything to any growing trees, it being agreed that "timber" as used herein shall mean all trees whether considered merchantable or not.

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Lessee agrees to use all reasonable means to protect the trees on Lessor's land including the prevention of fire and to prevent the destruction of timber and to maintain in a good state of repair fences that are constructed along the right of way for the road and the 4.26 acre garbage disposal area; and further agrees to exercise the best efforts to promptly extinguish any fires that may commence or take place on the adjoining lands of Lessor to that included in this lease contract, and to report promptly to Lessor all fires that may take place upon the premises of Lessor or in the vicinity thereof.

5.

Lessee further agrees that it has made an inspection of the leased premises and withour relying on any representations, statements or warranties, expressed or implied, in respect thereof, or in respect of their condition, accept said premises and all improvements that are to be used by Lessee thereon in their present condition and state of repair, and shall indemnfy and forever hold Lessor harmless against any and all claims for injury or damage to the person or property of Lessee, its agents servants, licensees or invitees arising out of the condition of the premises or out of the operations of Lessor or anyone acting under or for Lessor thereon.

6.

It is understood by Lessee that the rights and interest in this document contained, is made subject to the rights and interest, if any, of other persons, in or with respect to the right of way and area, and nothing herein contained shall affect the right of Lessor, or its successors or assigns to go upon or across the right of way herein granted at any time, for any purposes whatsoever and to the extent that such use will not unreasonably burden or interfere with Lessee's rights hereunder, Lessor may make any proper reasonable use of the premises included in this agreement, including specifically the use thereof in common of the roadway and the right to go upon said area for the purpose of exploring for and producing, saving and marketing minerals and mineral products. Lessee accepts the rights granted to it hereunder burdened with any present or prospective reasonable use

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by Lessor, or by its successors or assigns, And it is understood that Lessor reserves the right to make such openings in any fences constructed by Lessee that may be deemed convenient or desirable for carrying on its operations for cutting or removing timber or preventing or suppressing fires or for purposes of exploring for, drilling, mining, producing, saving and marketing minerals. No such operations shall be deemed as diminishing the rights of Lessee hereunder, and Lessee waives all claims of damages to persons and properties that may result therefrom.

7.

Lessee assumes all liability for, and agrees to indemnify, defend and hold harmless, Lessor against any and all damages or claims for damage of whatever nature, whether to the person or property of any third party which may be caused or alleged by any such third party to have been caused by Lessee or its agents, servants, employees or independent contractors in the course of the exercise by Lessee of any right or claim of right hereunder. The phrase "third party", as herein used, shall include, but shall not be limited to the agents, servants, employees, or independent contractors of Lessor. Lessee also assumes all liability for and agrees to hold Lessor harmless against any and all damages of whatsoever nature to Lessor and persons claming under Lessor, including, but not limited to bodily injury, wrongful death or damage to any property, fixtures, improvements or rights. In all cases where such injury, damage, or death has been caused by Lessee, or by any of Lessee's agents, servants, employees, contractors, independent or other, or by any person or persons claiming or holding by, through, or under Lessee, with respect to any such damages to persons, property, fixtures, improvements or rights of Lessor or persons claiming under Lessor, if the amount thereof cannot be mutually agreed between the parties within sixty (60) days from the time when Lessor receives notice thereof, the issue will be submitted by the parties to arbitration in the State of Texas in accordance with the Rules of the American Arbitration and the result of such arbitration shall be final, conclusive and binding upon the parties.

8.

If Lessee, its successors or assigns, shall fail faithfully and timely to keep, observe, conform and comply with any of the coven-

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ants, conditions, undertakings or provisions hereof, then in that event, Lessor at its sole election, may give notice in writing to Lessee, its successor or assigns, that unless such failure, omission, or breach shall within ninety (90) days from receipt of such notice be cured and remedied, the Lessor may thereupon, by notice in writing to Lessee, its successors or assigns, declare all rights and easements granted herein to be null and void and of no further force and effect, and said premises with all and sundry improvements, fixtures and property thereon shall revert absolutely to Lessor and all payments made hereunder by Lessee to Lessor shall be forfeited. If, following the expiration of such ninety(90) day period such breach or default shall not have been cured or remedied, or if compliance with any of the covenants, conditions undertakings, or provisions hereof has not by then been commenced and thereafter continued, Lessor, may at its sole option declare this right of way and easement, and rights herein contained, to be null and voil and of no further force and effect and the premises, together with all and sundry improvements, fixtures, and property installed thereon by Lessee shall be and become absolutely the property of Lessor and all payments made hereunder by Lessee to Lessor shall be forfeited.

9.

Lessee further agrees that should it fail to use or install for use the roadway, the garbage disposal area, and fencing within one year from the date hereof this contract shall become null and void and in the event Lessee fails to use continuously said premises for the purposes herein specified for one year, this agreement sahll terminate and the premises revert to Lessor free and clear of any rights of use thereof by the Lessee.

This agreement shall enure to the benefit of Lessor, its successors and assigns, and nothing herein contained shall be interpreted as a waiver by Lessor of any of the rights given landlords under the laws of the State of Texas.

EXECUTED IN DUPLICATE ORIGINALS this the 30 day of festenthey, 1970

U. S. PLYWOOD-CHAMPION PAPERS INC.

Irwin F. Grillot, Forester, Texas Woodlands Operations.

THE COUNTY OF TYLER

Jeff R. Mooney, County Judge

-5-

THE STATE OF TEXAS
COUNTY OF POLK

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Irwin F. Grillot, Forester, Texas Woodlands Operations of U. S. PLYWOOD-CHAMPION PAPERS INC., a corporation, 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, in the capacity therein stated and as and for the act and deed of said corporation.

GIVEN UNDER MY HAND and seal of office this the 30 day of

tenter, 1970.

Notary Public in and for Polk County, Texa

THE STATE OF TEXAS
COUNTY OF TYLER

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

October GIVEN UNDER MY HAND and seal of office this the 12 day of , 1970.

Notary Public in and for Tyler County, Texas

appropriate points

Two tracts of land situated in the G. Araujo 5 League Survey, Abstract No. 3 in Tyler County, Texas, and being portions of that tract of land described as Tract No. 2, Section C, in that certain deed from W. T. Carter and Brother to U. S. Plywood-Champion Papers Inc., dated June 25, 1968 and recorded in Volume 248, Page 385 of the Deed Records of Tyler County, Texas.

Fract Number 1

BEGINNING at a stake in the center of a graded road south 68 west 7 varas from the northwest corner and the southeast corner of the George T. Neal 56.79 acre tract bears north 0.15' west 142 varas fence, 268 varas centerline of oil road, thence north 6 east 168 varas centerline R E A line, 445 varas southeast corner;

THENCE north 68 east 164 varas set stake for corner, 8 varas south from centerline of a graded log road;

THENCE south 22 east 130 varas set stake for corner;

THENCE south 68 west 60 varas center dry branch, 204 varas set stake for corner in east edge of graded road;

THENCE north 5 west with edge of the easement road 136 varas to the place of beginning, containing 4.26 acres, more or less.

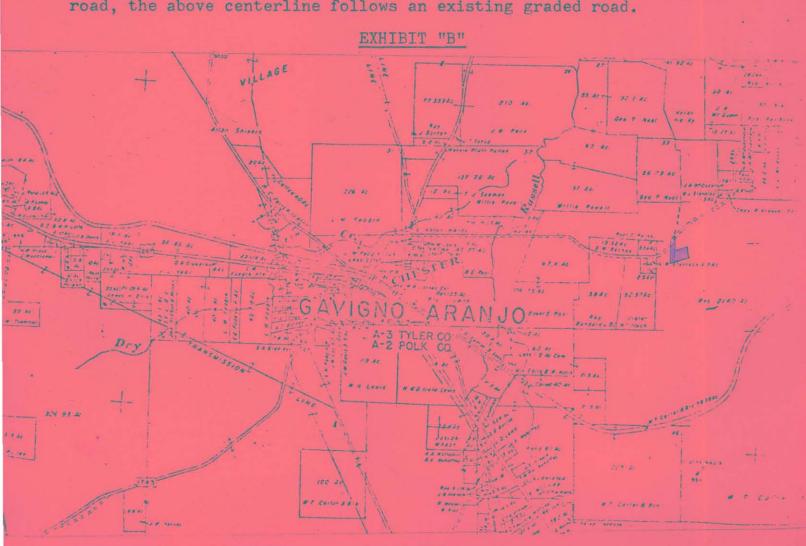
TRACT NUMBER 2

A parcel of land consisting of a strip 40 feet in width, lying 20 feet on either side of a centerline described as follows:

BEGINNING at a stake in the southwest corner of Tract No. 1 and being south 68 west 7 varas to the centerline of the graded road;

THENCE north 5 west 136 varas to a stake;

THENCE north 0.15' west 268 varas to the centerline of the County oil road, the above centerline follows an existing graded road.



COUNTY OF TYLER

BE IT REMEMBERED that a meeting of the Commissioners' Court was held
in the Courthouse in the City of Woodville, Texas, on the 12 day of
A. D., 1970, with the following members present, to-wit:
County Judge, Presiding, Commissioner Precinct No. 1, Commissioner Precinct No. 2, Commissioner Precinct No. 3, Commissioner Precinct No. 4, County Clerk.
Among other transactions, the following order was passed:
On motion of Commissioner <u>fowler</u> , seconded by
Commissioner
Commissioners' Court of Tyler County, Texas, go on record and pass the fol-
lowing resolution:

WHEREAS, it has become necessary to realign portions of F.M. Highway 256; and,

WHEREAS, Tyler County acquired title to an area of land for the improvement of a County road, now F. M. 256, by a Right of Way Deed from the Citizens State Bank of Woodville, dated December 14, 1945, and recorded in Volume 111, Page 340, of the Tyler County Deed Records; and.

WHEREAS, a portion of the above referred to land will no longer be needed for the use of citizens as a road upon completion of the highway relocation, said portion being shown in Exhibit "A", attached hereto and made a part hereof; and,

WHEREAS, Tyler County desires to effect the exchange of the aforementioned right of way for needed right of way for F. M. Highway 256, said needed right of way being also shown in Exhibit "A" attached hereto and made a part hereof:

NOW, THEREFORE, County Judge Jeff R. Mooney is hereby authorized to execute the contract to effect the exchange which will be made upon completion of the highway relocation.

THE STATE OF TEXAS

COUNTY OF TYLER

I, Otha Miles, Clerk, County Court and Exofficio Clerk of the Commissioners' Court, Tyler County, Texas, do hereby certify that the above and foregoing is a true and correct copy of Order passed at a meeting held on the // day of // A. D., 1970.

Clerk, County Court and ex-Officio Clerk of the Commissionera' Court Tyler County, Texas

JANE T LOR SURVEY A - 33OUL PAGE £. Sta.5+82.5 4-N.880-53'W. Robert A. Mann 8.150 Ac. Tract 4° - 53' 0.936 Acres Exist. F. M. 256 S. 4°-53' E.→ EXIST. WEST R.O.W. LINE To Woodville -Line R.O.W. .83°-36'E. Exist. South 8, 190 M-877-4-14 BEG. PROJ. STA. 0 +00 Robert A. Mann 14.610 Ac. Tract CURVE DATA Sta. 3 417. CONTROL Δ = 41°-11' Lt. D = 6°-00' T = 358.776' L = 686.389' R = 954.930' Ü -N.6°-24'W 1236 Acres S.6°-24 4-5.839-36 W. ←To Livingston Prop. F.M. 256 190.424' 5.9°-14'-13" E.-> 5.12°-06'-38"E. £ Sta. 5+16 EXHIBIT "A Sketch showing proposed Reconveyance 1.236 Acres New R.O.W. To Be Acquired By The of 0.936 Acres of Surplus R.O.W. in exchange for 1.236 Acres of needed State. R.O.W. in the Jane Taylor Survey

0.936 Acres Old R.O.W. To Be Quitcloimed By The State.

Abstract 33, F.M. Highway 256 in Tyler County Texas.

ORDER DECLARING RESULTS OF AN ELECTION HELD IN THE TOWN OF COLMESNEIL

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WHEREAS on the 12th day of September, 1970, an election was duly held in the Town of Colmesneil, to determine whether the hereinafter described territory should be incorporated for municipal purposes to be known as the Town of Colmesneil, and returns of said election, duly made, and it appearing from said returns that a majority of the votes were cast at said election in favor of incorporation, there being 119 votes for incorporation and 49 votes for no incorporation.

IT IS THEREFORE, ADJUDGED and DECREED THAT Said election resulted in favor of such incorporation; and I, Jeff R. Mooney, County Judge of Tyler County, Texas, do hereby declare the inhabitants of said territory hereinafter described as duly incorporated for municipal purposes to be known as the Town of Colmesneil.

The territory so incorporated is described on the attached EXHIBIT "A".

THIS order is made and entered upon the records of the Commissioner's Court of Tyler County, Texas, this the 7th day of October, 1970, and a certified copy of the same, together with the Plat of said territory incorporated, a copy of said Plat being attached hereto and made a part hereof, shall be recorded in the proper record of deeds of said Tyler County, Texas.

WITNESS my hand this the 7th day of October, 1970.

ounty judge of Tyler County, Texas

BEGINNING at the Northeast corner of the B. M. Kimbrell Survey. A.940 on the West line of G. & B.N. Co. Survey. A.332; THENCE East across the G. & B.N. Co. Survey to the Southwest corner of the F. A. Perry Survey. A.944 and continue East along the South line of the F. A. Perry Survey and the North line of a tract now owned by C. I. Ogden a total distance of 4100. 'to a point that is N 69° W, 500' from the center line of U. S. Highway 69: THENCE N 21° E. paralleling said center line and crossing off said F. Perry Survey and on to the Z. M. Owens Survey, A.1043, a distance of 3400' to a point; THENCE North still paralleling said centerline and crossing off said Z. M. Owens Survey and on to G. & B.N. Co. Survey, A.324, a distance of 1300' to a point; THENCE East across U. S. Highway 69 and along the North line of the Allen R. Hayes tract 1,000' to a point; THENCE South paralleling the centerline of said U. S. Highway 69 and crossing off said G. & B.N. Co. Survey on to the Lucy M. Haralson Survey: A. 935, a distance of 1476' to a point: THENCE, S. 21° W, still paralleling said centerline and crossing off the Lucy M. Haralson Survey on to the mentioned F. A. Perry Survey a distance of 3211' to a point on the North line of the T & S. T. Co. Survey, A.796; THENCE East on the North line of T. & S.T. Co. Survey 2500' to its' N. E. Corner; THENCE South on the East line of T. & S. T. Co. Survey 3750' to it's Southeast corner on the North line of the William Campbell League, A-9: THENCE West on the North line of said Campbell League 1050' to the Northeast corner of the old Colmesnetl townsite which is also the Northeast corner of a tract owned by W. P. Gleaves:
THENCE South with the East line of said townsite survey. crossing Jexas Farm Road 256, passing the Southeast corner of the townsite survey and continuing South with the East line of the E. A. Savane 40.9 acre tract to it's Southeast corner, a total distance of 2825: THENCE West with the South line of the Savage tract to and crossinh Farm road 3065 and continue West with the South line of the H. A. Conner10 acre tract a distance of 2450' to a point 500' East of the center line of U. S. Highway 69; THENCE S. 3° 30' W, paralleling the centerline of said highway 4691' to a point. THENCE N 86° 30' W, across said highway and passing the Northeast corner of the W. G. Allison 19 acre tract 1000' to a point: THENCE N 3° 30' E, paralleling the centerline of said highway 5341' to the Northwest corner of the L. C. Harace tract on the South line of the Ed Bean tract THENCE N 86° 20' W, a distance of 3515.92' to a point on the West R.O.W line of Farm road 256. THENCE North passing the Southwest corner of the James Handley tract a total distance of 1900' to the North line of the Wm. Campbell League at the Northwest corner of the Shandorff tract; THENCE West with the North line of the Campbell League and the South line of the before mentioned B.M. Kimbrel Survey 1000' to a point. THENCE North, crossing Farm Road 1745 at the Southeast corner of the Thomas Hayes tract, a distance of 800' to the Northeast corner of said Thomas Hayes tract; THENCE East 1300' to the East line of said Kimbrel Survey; THENCE North 2950' with the West line of before mentioned G. & B.N. Co. Survey, A.332, to the PLACE OF BEGINNING.

PREPARED BY:
MUNICIPAL ENGINEERING COMPANY
1730 SOUTH RICHEY
PASADENA, TEXAS

CERTIFIED BY

JD GARNER , REG. PE #24997

FECAPITULATION From July 1, thru Sept. 30, 1970

	Cash	Indebtedness	
Jury Fund Gen hoad & Bridge #2 Fund Gen 3rd Class Fund Ferm. Imp. (C&J) Fund Sp Road & Bridge #1 Fund Sp Road & Bridge #2 Fund Sp Road & Bridge #3 Fund Sp Road & Bridge #5 Fund Sp Road & Bridge #5 Fund Sp Road & Bridge #6 Fund Tyler Co. Health Unit Fund Lateral Road # 1 Fund Lateral Road # 2 Fund Lateral Road # 3 Fund Lateral Road # 4 Fund County Spec # 1 Fund County Spec # 2 Fund County Spec # 3 Fund County Spec # 3 Fund County Spec # 4 Fund County Spec # 4 Fund County Spec # 5 Fund County Spec # 7 Fund County Spec # 8 Fund County Spec # 9 Fund County Spec # 1 Fund County Spec # 2 Fund County Spec # 3 Fund County Spec # 1 Fund County Spec # 1 Fund County Spec # 3 Fund County Spec # 1 Fund County Spec # 2 Fund County Spec # 3 Fund County Spec # 1 Fund County Spec # 1 Fund	143 03 1 723 89 2 509 87 1 629 01 328 17	54 000 00 100 000 00	
Gen ROW Int & Sink Fund R O W # 1 Fund R O W # 2 Fund R O W # 3 Fund R O W # 4 Fund Airport Int & Sink Fund Airport Maint Fund Officer's Salary Fund Gen 3rd Class Script Fund Co. Atty's Library Fund	1 110 27 * 6 00 * -0-	185 000 00 12 000 00 \$ 351 000 00	
Bank Statement: 9-30-70 Less Outstanding Cks:	190 796 46 4 731 77 \$ 186 064 69		
		Machine Warrants	
Road & Bridge #1 Road & Bridge #2 Road & Bridge #3 Road & Bridge #4	12 744 17 22 435 57 9 257 07 9 710 88 \$ 54 147 69	6 500 00 \$ 6 500 00	
*Certificate of Deposit excluded from cash balance as follows:			
Gen 3rd Class Pet # 2 R 0 W Pet # 3 R 0 W Pet # 4 R 0 W Airport Int & Sink Airport Maint	25 000 00 5 000 00 20 000 00 15 000 00 12 000 00 2 500 00 \$ 79 500 00		

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Beginning with the west line of Tyler County at its intersection with U. S. Highway No. 190.

Thence south with the west line of Tyler County to its south west corner.

Thence east with the south line of Tyler County to its intersection with U. S. 69.

Thence East approximately 2.3 miles to Turkey Creek.

Thence East approximately 2.3 miles to Turkey Creek.

Thence northerly with Turkey Creek to the mouth on Hunters Creek.

Thence continue northerly with Hunters Creek to a graded road.

Thence north 22 degrees east approximately four miles to F. M.

1746 where it crosses Brush Creek at Birdwells lake.

Thence west with F. M. 1746 to its conjunction with U. S. 190.

Thence westwards with U. S. 190 to the west line of Tyler County, the point of beginning.

Tyler County Precinct No. 2

Beginning at the west line of Tyler County at its intersection with U. S. Highway 190.

Thence east with U. S. 190 to its intersection with U. S. 69 in Woodville.

Thence north with U. S. 69 to the north west corner of Fred Boyetts north east corner.

Thence west with road on Boyett's north line to the east line of R. A Jernigans 23 acre tract.

Thence south to Jernigans south east corner.

Thence west with road on Jernigans south line to the Boone's Ferry Road.

Thence north west with Boons Ferry Road to hts conjunction with Steel's Grove Road.

Thence west with Steel's Grove Road to Belt's Creek.

Thence down Belt's Creek to Billiam's Creek. Continue down

Billiam's Creek with its meanderings to the Neches River.

Thence in a generally north west direction with the Neches River to the north north west corner of Tyler County.

Thence south easterly with the Tyler County west line to its m south north west corner.

Thence south with the west line of Tyler County to U. S. 190, its the point of beginning.

TYLER COUNTY PRECINCT No. 3

Beginning at the intersection of U. S. Highway 190 and U. S. Highway 69 in Woodville.

Thence north with U. S. 69 to F. M. Boyett's north East corner.

Thence west with graded road on Boyett's north line to the east line of R. A. Jernigans 23 acre tract.

Thence south to Jernigsns south east corner.

Thence west with road on Jernigan's south line to the Boone's Ferry Road.

Thence north west with the Boone's Ferry road to hts conjunction with the Steel's Grove Road.

Thence west with Steel's Grove Road to Belt's Creek.

Thence down Belt's Creek to Billiams Creek. Continue with Billiams Creek to the Neches River.

Thence east and south with the meanderings of the Neches River to the U. S. Governments "take line" on the west bank of dam B lake.

Thence southerly with said "take line" to Rush Creek.

Thence south westerly with the meanderings of Rush Creek to the west line of the David Palmer Survey A-504.

Thence south westerly with the east line of the David Palmer Survey A-504 and F. M road 1746.

Thence west with F. M. 1746 and U. S. 190 to its conjunction with U. S. 69, its point of beginning.

TYLER COUNTY VOL 001 PAGE 60

Beginning on Rush Creek at the U. S. Governments "take line" on dam B lake.

Thence south with said "take line" to dam B.

Thence with the meanderings of the Neches River to the south east corner of Tyler County.

Thence West with the south line of Tyler County to its conjunction

Thence north with U. S. 69 to its intersection with F. M. 1013 at Hillister.

Thence East approximately 2.3 miles to Turkey Creek.

Thence northerly with Turkey Creek to the mouth of Hunters Creek.

Then up Hunters Creek to a graded road.

Thence north 22 degrees east approximately four miles to F. M.

1746 where it crosses Brush Creek ai Birdwell's lake.

Thence east to the south east corner of the David Palmer Survey

Thence north easterly with the east line of the David Palmer Survey A-504 to Rush Creek.

Thence down Rush Creek with its meanderings to the point of beginning.

Beginning with F. M. road No. 1746 at Brush creek.

Thence southwest with Precinct 1 east line to Hunters creek where it passes a graded road.

Thence down Hunters creek to Turkey creek. Continue down Turkey creek to F. M. 1013.

Thence west with F. M. 1013 to U. S. 69 at Hillister.

Thence south with U. S. 69 to Cypress creek.

Thence northwest with Cypress creek to the south line of J. Wheat survey No. A-688.

Thence west with the south line of J. Wheat A-688 to its southwest corner.

Thence north to the north west corner of J. Wheat A-688 and the northeast corner of the Z. Hopson survey A-356.

Thence west with the north line of the Z. Hopson A-356 to its northwest corner and the east line of the Wm. Cherry A-168. Thence north with the east line of the Wm. Cherry A-168 to its north east corner.

Thence west to the south east corner of the F, Swinghamer survey A-571.

Thence north to the northeast corner of Swinghamer A-571. Thence west with the north line of F. Swinghamer and the north line of the Ann Fisher survey A-251 and continue west to the Tyler County west line.

Thence north with the west line of Tyler County to U. S. highway 190.

Thence east with U. S. highway 190 to its conjunction with F. M. 1746.

Thence east with 1746 to the point of beginning

PRECINCT No. 1: WARREN VOTING BOX No. 4

Beginning at a point on U. S. Highway No. 69 where it crosses Cypress creek.

Thence north west with Cypress creek to the south line of J. Wheat survey A-688.

Thence west with the south line of J. Wheat A-688 to its southwest corner.

Thence north with the north line of J. Wheat A-688 to its north west corner and the northeast corner of the Z. Hopson survey A-356. Thence west with the north line of the Z. Hopson A-356 to the east line of the Wm. Cherry survey A-168.

Thence north with the east line of the Wm. Cherry A-168 to its northeast corner.

Thence west to the southeast corner of the F. Swinghamer survey A-571.

Thence north to the northeast corner of the F. Swinghamer A-571. Thence west with the north line of the F. Swinghamer A-571 and the north line of the Ann Fisher survey A-251 and continue west to the Tyler County west line.

Thence south with the west line of Tyler County line to its south west corner.

Thence east with the Tyler County line to U. S. Highway 69.
Thence north with U. S. 69 to Cypress creek, the point of beginning.

PRECINT No. 2. CHESTER VOTING BOX No. 7

Beginning at south east corner of Mrs H. M. Merick survey No. 820. Thence north west to the south west corner of J. Mitchel survey No. A 26.

Thence north with west line of J. Mitchel A 26 to its north west corner.

Then north west to north west corner of J. Wheat survey A 808. Thence north east to Billiams creek at south line of Wm Gibbs survey A 288.

Thence North with Billiams creek to the Neches river.

Thence north west with meanderings of the Neches river to the north north west corner of Tyler County.

Then south west to the south north west corner of Tyler County.

Thence south with the west line of Tyler County to the north was west corner of Woodville voting box No. 18.

Thence East to the South east Rime corner of B. B. B. & C. NO. A 126.

Thence south to the south west corner of Wm Wilburn A 36.

Thence East to south east corner of Mrs H. M. Merick A 820. The point of beginning.

PRECINCT No. 2. BETHANY VOTING BOX No. 8

Beginning on a graded road at the southwest corner of R. A. Jernigans 23 acre tract in the Robert Lucas survey A 24. Thence west to the east line of the Ira Taylor survey A 837 Thence south to the southeast corner of the Ira Taylor A 837. Thence west to the southeast corner of Mrs H. M. Merick survey. A 820.

Thence northwest to the southwest corner of the J. Mitchell survey A 26.

Thence north with the west line of J. Mitchell A 26 to its northwest corner.

Thence northwest to the northwest corner of the J. Wheat survey A 808.

Thence northeast to Billiams creek at the south line of Wm. Gibbs survey A 288.

Thence south with Billiam's creek to Belt's creek and continue south with Belt's creek to the Steel's Grove road.

Thence northeast with Steel's Grove road to the Boone's ferry road.

Thence southeast with Boone's ferry road to the point of beginning.

PRECINCT 2. WOODVILLE VOTING BOX 18

Beginning at Woodville at the conjunction of U. S. Highway 69 and U. S. Highway 190.

Thence west with U. S. 190 to the west line of Tyler County. Thence north with the west line of Tyler County to a point due west of the south west corner of the B. B. B. & C. survey A 126.

Thence east to the southwest corner of B. B. B. & C. survey A 126 Thence south with the west line of the Wm Welborn A 36. Thence east with the south line of the Wm. Welborn A 36 and continue east to the south east corner of the Ira Taylor A 837. Thence north with east line of Ira Taylor A 837 to the north west corner of the H. Cline survey A 763.

Thence east with the north line of the H. Cline A763 and continue east with road on south line of R. A. Journigan's tract to the west line of F. M. Boyett.

Thence north with F. M. Boyett's west line to his north west corner.

Thence east with F. M. Boyett's north line to U. S. 69.
Thence south with U. S. 69 to U. S. 190, the point of beginning.

PRECINCT 3. EMILEE VOTING BOX No. 9

Beginning on the Neches river at the south east corner of P. Baldwins survey A 80.

Thence west with south line P. Baldwins south line to a graded road.

Thence south west with graded road to the north west corner of Wm. Pamphlin survey A 27.

Thence south with the west line of Wm. Pamphlin to the south west corner of the H. M. Truehart survey A 313.

Thence west to the south east corner of F. E. Wilkerson Survey A 951. Thence due south to the north line of the Squire Cruse survey A 13. Thence South east with north line Squire Cruse A 13 to the north West corner of Anderson Barclay survey A 4.

Thence south east approximately .9 miles with south line Anderson Barclay A 4.

Then due south with the east west line of D. Palmer survey A 504 to F. M. road 1746.

Thence east with F. M. 1746 to south east corner of D. Palmer A 504. Thence north east with east line D. Palmer to Rush creek.

Thence north east with Rush creek to "take line" on Dam B lake.

Thence northerly with "take line" and the Neches river to the point of beginning.

PRECINCT 3. COLMESNEIL VOTING BOX No. 10

Beginning at a graded road on the north line of F. M. Boyett's tract and U. S. 69. in the Robert Lucas survey A 24. Thence west to the east line of R. A. Jernigans 23 acretract.

Thence south to Jernigan's south east corner.

Thence west with Jernigans south line to the Boone's ferry road.

Thence northwest with the Boone's ferry road to the Steel's

Grove road.

Thence southwest with Steel's Grove road to Belt's creek.

Thence north with Belt's creek to Billiam's creek and continue north with Billiams creek to the Neches river.

Thence easterly and southerly with with the meanderings of the Neches river to the southeast corner of P. Baldwins survey A 80. Thence west with the south line of P. Baldwins survey to a graded road.

Thence southwest with said graded road to the northwest corner Wm .Pamphlin survey A 27.

Thence south with the west line of the Pamphlin survey A 27 to the southwest corner of the H. M. Truehart survey A 313. Thence west to the south east corner of the F. E. Wilkerson survey A 951.

Thence due south to the north line of the Squire Cruse survey A 13. Thence northwest with Squire Cruse survey to its northwest corner. Thence north with the east line of the A. Chancy survey A 186 to the south line of the Ira Parker survey A 499. Thence west with the south line of the Ira Parker survey to

Thence west with the south line of the Ira Parker survey to the F. M. road 3065.

Thence southwest with F. M. 3065 to U. S. 69.
Thence south with U. S. 69 to the point of beginning.

PRECINCT 3. FAIRVIEW VOTING BOX No. 13

Beginning at Rush Creek and U. S. Goverhment "take line".

Then south west with Rush creek to east linr D. Palmer survey A 504.

Thence south west with east line D. Palmer to F. M. road 1746.

Thence west with 1746 to Brush creek.

Thence south 22 degrees west to north line of the J. Falcon A 15 Thence east with north line Jose Falcon to its north east corner.

Thence north to north west corner H. Merritt survey A 462.

Thence east to west line of S. Wild survey A 671.

Thence east to south east corner of R. T. Reynolds survey A 543.

Thence north with east line of R. T. Reynolds to south west corner

H. Wonderly survey A 663. Continue east to the north west corner of the A. F. Smith abstract A 566.

Thence south with west line of A. F. Smith to south east corner of survey W. C. Hooper A 560.

Thence east to the east line of the J. Wheat 661.

Thence north to the north west corner of J. Wheat A 661.

Thence east with north line J. Wheat to the Neches river.

Thence with meanderings of Neches river to dam B.

Thence northerly with U. S. Government "take line" on dam B lake to point of beginning.

TYLER COUNTY PRECINT 3 WOODVILLE VOTING BOX No. 17

Beginning conjunction of U. S. Highway 190 and U. S. Highway 69 in Woodville.

Thence north with U. S. 69 to F. M. road 3065.

Thence east with F. M. 3065 to the south line of the Ira Parker survey A499. Continue east with the Ira Parker A 499 to the north east corner of the S. Chancey survey A 186.

Thence south with the east line of the S. Chancey A 186 to the north west corner of the squire Cruse Survey A 13. Thence east with the north line of the squire Cruse A 13 to its North east corner.

Thence due south to the south line of the Anderson Barclay survey A 4.

Thence east with the south line of the Anderson Barclay A 4 approximately .9 mile.

Thence south with the east west line of the D. Palmer A 504 to F. M. road 1746

Thence west with 1746 and U. S. 190 to the point of beginning.

The state of the s

Beginning at a point on the south line of the B B & C survey A 109, where it crosses Theuvenin creek.

Thence north with Theuvenins creek to Holmes branch.

Thence up Holmes branch to the north line of the Jose Falcon Survey a 15.

Thence east to the north east corner of the Jose Falcon A 15 and the west line of the H. Merritt survey A 462.

Thence north to the north west corner of the H. Merritt A 462.

Thence east to a point on the west line of the S. Wild survey A 671.

Thence north to the north west corner of the S. Wild A 671.

Thence east to the south east corner of the R. T. Reynolds survey A 543.

Thence north to the south west corner of the H. Wonderly survey A 663:

Thence east to the north west corner of the A. F. Smith survey A 566. Thence South to the south east corner of the W. C. Hooper survey A 560.

Thence east to the east line of the J. Wheat survey A 661.

Thence north to the north west corner of the J. Wheat A 661.

Thence east with the north line of the J. Wheat survey A661 to the Neches river.

Thence south with the meanderings of the Neches river to a point approximately 800feet north of the south east corner of the G. T. W. Collins survey A 11.

Thence due west to the south west corner of the M. F. Nolan survey A 494.

Thence north to the north west corner of the M. F. Nolan A 494. Thence due west to a point on the south line of the J. H. Kirby

survey A 851.

Thence due north to a point on the south line of the B B & C survey A 152.

Thence west to the point of beginning.

Beginning on south line of Tyler County and the south west corner of E. Green survey A 298.

Thence due north to a point on south line of J. H. Kirby survey A 851. Thence east to the north west corner of M. F. Nolan survey A 494. Thence south to the south west corner of M. F. Nolan A 494
Thence due east to a point on the Neches river approximately 800 feet north of the south east corner of the G. T. W. Collins survey A 11

Thence south with the Neches river to south east corner of Tyler County.

Thence west with the south line of Tyler County to the point of beginning.

Beginning at the south line of Tyler County and U.S. 69. Thence north to F. M. 1013.

Thence east with F. M. 1013 approximately 2.3 miles to Turkey Creek.

Then north with Turkey creek to Hunters branch. Continue north with Hunters branch to a graded road.

Thence north 22 degrees east to the north line of Jose Falcon survey A 15.

Thence East to Holmes branch.

Thence south with Holmes branch to Theuvenins creek. Continue south with Theuvenins creek to a point on the south line of the B B B & C A 109.

Thence east with south line B B B & C A 109 to a point on the south line of the B B B & C A 152.

Then due south to the south west corner of the E. Green survey A 298 and the south line of Tyler County.

Thence west with the south line of Tyler County to the point of beginning.