

BE IT REMEMBERED, that the Commissioners' Court of Titus County, Texas, met in a special session at the court house of said County in the City of Mt. Pleasant, Texas, on the 26th day of Sept. A.D. 1923, with the following members present, to-wit: County Judge, Dan M. Cook, County Commissioners, Edwards, Fleming, King and Huckeba, and County Clerk, Ulman Brown.

Whereupon the matter of taking final action upon bids submitted to this court on the 21st day of Sept. A.D. 1923 came up for consideration and County Judge, Dan M. Cook declined to act with the court and absented himself from the court in connection with such matter.

Whereupon County Commissioner King made a motion that County Commissioner Huckeba be elected by the court to act as chairman, which motion was seconded by Commissioner Fleming and Edwards. Commissioner King put said motion for a vote of the members of the Commissioners Court with a request that as many as favored the motion would say "AYE" and those opposed would say "No".

Whereupon County Commissioner Edwards, Fleming, and King voted "AYE". None voted "No." Commissioner King declared the motion Carried and the session of the Commissioners' Court continued with County Commissioner Huckeba presiding.

Whereupon County Commissioner King offered the following order to the Commissioners Court of Titus County, Texas, and made a motion that the same be passed by the court, which motion was seconded by County Commissioner Fleming. The order in words and figures is as follows, to-wit:

"It appears to the Commissioners Court of Titus County, Texas, that in compliance with notice to Contractors inviting bids on construction of certain roads and bridges as fully described in plans and specifications made by H.E. Wilder, Engineer for Titus County, Texas, and approved by the State Highway Engineer for the State of Texas, which notice invited bids to be submitted on the 21st day of September A.D. 1923, as stated in said notice, which had been theretofore duly published in the Daily Hustler, a newspaper published in Titus County, Texas, for more than 12 months prior to the 27th day of August A.D. 1923. The bid in words and figures as follows, to-wit: which bid was and is the lowest and best bid made to the Commissioners' Court.

Said bid is as follows, to-wit:

STATE HIGHWAY DEPARTMENT OF TEXAS

PROPOSAL

TO

THE COMMISSIONERS COURT OF TITUS COUNTY, TEXAS,

FOR BUILDING A GRAVEL ROAD, 1.91 miles, Highway No. 35, Road in Titus County, Texas.

The undersigned, as bidder, . . . declare that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he . . . ha . . . carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and ha . . . carefully examined the location, conditions and classes of materials of the proposed work; and agree that he will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done are approximate only and are intended principally to serve as a guide in figuring out the bids.

It is further agreed that the quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased are to be performed at the unit prices set forth below except as provided for in the specifications.

NOTE . . . Unit prices must be given on each item checked in the following schedule, regardless of whether quantities are shown, and should any items be omitted, the right is reserved to apply the lowest prices submitted by the other bidders in payment for work done under this proposal.

Item No.	Approximate Quantities	Items with Unit Bid Price Written in Words.	Unit Bid Price Dollars Cents	Amount Bid Dollars, Cents
4	5.3	Acres clearing (new right of way) for twenty dollars per acre	.20.00	
4		One Hundred foot stations light clearing (new right-of-way) for Per 100 ft. sta.		
4	4.0	Acres grubbing (new right-of-way) for Fifty dollars per acre	50.00	
4		One Hundred foot stations light grubbing (new right-of-way) for Per 100 ft station		
5	16788.4	Cu Yds. Earth Borrow Excavation for Seventeen cents Per cu yd.	.17	
		Cu Yds Loose Rock Excavation for Per cu yd.		
5	7396.2	Cu Yds. Earth Roadway Excavation for Sixteen cents Per cu yd	.16	
53	73.0	Cu Yds . . . structural Excavation for One dollar per cu yd	1.00	
5	2609.4	Cu Yds of Over-haul Excavation per one hundred foot station for Three and one half cents Per cu yd.	.03½	
33	224.0	Wooden Guard Fence, furnishing, placing, painting, etc complete for Fifty cents. Per lin. ft.	.50	
14	5880.0	Pounds Steel Bars (reinforcing) complete in place for five and one half cents per pound	.05½	

Item No.	Approximate Quantities	Items with Unit Bid Price Written in Words.	Unit Bid Price Dollars-cents	Amount Bid Dollars,Cents
61		Pounds plain Structural Steel Per pound.....		
54	63.65	Cu Yds. Class "A" concrete for twenty-one dollars ..per cu yd	21.00	
54	8.64	Cu Yds. Class "B" Concrete for Ninteen dollars per cu yd	19.00	
54		Cu Yds. Class "C" Concrete for Per Cu yds.		
55	2148	Linear feet of piles in place for One dollar per lin ft.	1.00	
62		Linear feet of Type....Railing complete in place for Per linear ft.		
10	3332.6	Cu yds Gravel-- surfacing hauled first one-fourth mile including loading, unloading spreading, etc. for Fourty cents Per cu yd.	.40	
10	493.2	Cu Yds.... surfacing hauled second one-fourth mile for six and one-half cents Per cu. yd.	.06½	
10	465.7	Cu yds.... surfacing hauled third one-fourth mile for thirteen cents Per cu yd.	.13	
10	440.0	Cu yds... surfacing hauled fourth one-fourth mile for Ninteen and one-half cents per cu yd	.19½	
10	440.0	Cu yds..... surfacing hauled fifth one-fourth mile for Twenty six cents per cu.yd.	.26	
10	440.0	Cu yds..... surfacing hauled sixth one-fourth mile for Thirty two and one half cents per cu. yd.	.32½	
10	440.0	Cu yds.... surfacing hauled seventh one-fourth mile for Thirty nine cents Per cu yd.	.39	
10	319.0	Cu yds.... surfacing hauled eighth one-fourth mile for Fourty six Per cu yd	.46	
10	15.0	Cu yds..... surfacing hauled one additional one-fourth mile above and including the ninth one-fourth mile see above..... ten cents Per cu. yd.	.10	
41	766.9	Asphaltic Paving sq yds. One dollar and twenty cents	1.20	
51	72.0	18 inch Corrigated Iron Pipe Per Linal Foot, Two dollars and fifty cents	2.50	
64	69.09	Lumber 12 Treatment, M.F.B.M.	108.00	
64	4,428	Lumber M.F.B.M.	65.00	
10	3332.6	Cubic yards of gravel F.O. B Salco-Unloading Truck Price Per cubic yard	2.25 Hughes Spring Gravel 2.85 Texarkana Gravel	

ITEM 12-7-- Asphaltic specifications State Highway Standard one and one-half
inch inverted penetration, using one and one tenths gallons of asphalt oil to the square
yard.

The undersigned agree.... and pledge.... himself themselves to complete the work in full by One Hundred fifty Work days.

The bond, given by the undersigned, in the amount of Dollars, (\$.....), to secure a proper compliance with the terms and provisions of this contract, and to insure and guarantee the work until final completion and acceptance, is hereto attached and made a part hereof.

Accompanying this proposal is a certified check payable to the order of the Dam M. Cook Judge of Titus County, for Five Thousand Dollars (\$5000.00), said check to be returned to the bidder, unless in case of the acceptance of the proposal.. he... shall fail to execute a contract and file a bond within ten days of its acceptance, in which case the check is to become the property of said county, and is to be considered as payment for damages due to delay and other inconveniences suffered by said county on account of failure of the bidder to execute contract. It is understood that the party of the first part reserves the right to reject any and all bids.

The work proposed to be done shall be accepted in sections of miles each, when fully completed and finished to the entire satisfaction of the State Highway Engineer and after having been subject to public team traffic for its entire length for a period of not less than thirty (30) days (except when the weather conditions have been such that the surfacing material could not be properly bonded and compacted, in which case the date of acceptance shall be delayed until ten (10) days after date of such rains as will in the opinion of the Engineer be sufficient to thoroughly bond and compact the surface)

For the construction of this work the undersigned expects to use material from

FURNISHED BY _____ FROM THE Quarry pit at _____

The undersigned wishes to list in addition work of a similar character completed by him..

Signed: George & Kerr.
J.D.George
C.C.Kerr.

Address: _____

Note, -- Signatures to comply with Paragraph 2.7 of the specifications.

745.

It is therefore ordered, adjudged and decreed by the Commissioners Court of Titus County, Texas, the foregoing offer and bid be and the same is now in all things accepted and that the contract based upon said bid and the plans and specifications for said work which plans and specifications have been approved as aforesaid and which contract is in words and figures as follows, to -wit:

THE STATE OF TEXAS

COUNTY OF TITUS

THIS agreement made this the 26th day of September 1923, by and between Titus County Texas, represented by the Commissioners' Court, party of the first part, and George & Kerr, a partnership composed of J.D.George and C.C.Kerr, their executors, administrators, heirs, successors, or assigns, parties of the second part, and subject to the approval of the Texas State Highway Commission.

Whereas the said County, known as the party of the first part, desires to enter into a contract for the improvement of Road No. 35, Job No. 225 R, in said County, commencing at Station No. 0-00, near Talco, and extending thence to Station No. 101-05 or as far as the money available will construct in accordance with the specifications, proposal and plans mar-

ked Exhibit A, annexed hereto, and made a part hereof, and

Whereas, the party of the second part has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the above desired and outlined work, and is ready and willing to perform such work in accordance with the provisions of the attached notice to contractors, specifications proposal and plans, marked Exhibit A, now

WITNESSETH, that for and in consideration of the prices and agreement mentioned in the proposal hereto attached, and made part of this contract, the said contractors agree to do, at their own proper cost and expense, all the work necessary for the improvement of Road No. 35, Job 225 H, in Titus County, in accordance with the provisions of the attached notice to contractors, specifications, proposal and plans, which are made part of this contract, and in full compliance with all of the terms of the specifications and the requirements of the Engineer.

The said contractors further agree to begin the work on or before ten days after the approval of this contract by the Texas State Highway Commission, and to complete the same not later than one hundred and fifty working days from that date.

And said County, in consideration of the full and true performance of said work by said contractors, hereby agrees and binds itself to pay to said contractors the prices set forth in the attached proposal and in the manner provided in the attached specifications.

The contractors expressly warrant that they have employed no third person to solicit or obtain this contract in their behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, and that they have not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that they have not, in estimating the contract price demanded by them included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to them hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the party of the first part, and that the party of the first part may retain to its own use from any sums due or to become due thereunder, an amount equal to any brokerage commission or percentage so paid or agreed to be paid.

In the employment of labor, in the performance of this contract, preference shall be given other conditions being equal, to honorably discharged soldiers, sailors and marines, but no other preference or discrimination among citizens of the United States shall be made. (Section 6 of the Act of Congress, approved February 28, 1919, entitled "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920." Public No. 299, 65th. Congress.)

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

Titus County, Texas,
Party of the First Part.

By R.E.Huckeba, Acting County Judge.
W.A.Fleming
W.M.King,
W.M.Edwards,
R.E.Huckeba,
County Commissioners.

J.D.George,
C.C.Kerr,
Party of the Second Part.

Approved..... 19.....

County Engineer.

Recommended for approval by :

Title _____

Approved _____ 19..

State Highway Commission.

By _____

State Highway Engineer.

Be and the same is now in all things approved and ratified by the commissioners Court of Titus County, Texas."

Commissioner Huckeba, acting as presiding officer of the Commissioners Court of Titus County, Texas, put the said motion for a vote of the Commissioners Court of Titus County, Texas, with the request that as many as favored the motion would vote "AYE" and those opposed to the motion would vote "NO".

Whereupon County Commissioners Edwards, Fleming, King and Huckeba voted "AYE". None voted "NO". Commissioner Huckeba, acting as presiding officer of the Commissioners Court of Titus County, Texas, declared the motion carried and the order passed.

The foregoing minutes of the Commissioners Court of Titus County, Texas, read and in all things approved on this the 26th day of Sept. A.D. 1923.

R.E.Huckeba, Acting Presiding Officer of the Commissioners Court of Titus County, Texas.

Attest:

County Clerk, Titus County, Texas.

BE IT REMEMBERED that the Commissioners Court of Titus County, Texas, met in a special session at the Court house of said County in the city of Mt. Pleasant, Texas, on the 26th day of Sept. A.D. 1923, with the following members present, to-wit:
County Judge, Dan M.Cook, County Commissioners Edwards, Fleming, King and Huckeba, and County Clerk Ulman Brown.

Whereupon the matter of taking final action upon bids submitted to this court on the 21st day of Sept. A.D. 1923, came up for consideration and County Judge, Dan M.Cook declined to act with the court and absented himself from the court in connection with such matter.

Whereupon County Commissioner King made a motion that County Commissioner Huckeba be elected by the Court to act as chairman, which motion was seconded by Commissioner Fleming and Edwards. Commissioner King put said motion for a vote of the members of the Commissioners Court with a request that as many as favored the motion would say "AYE" and those opposed would say "NO".

Whereupon County Commissioner Edwards, Fleming, and King voted "AYE". None voted "no". Commissioner King declared the motion carried and the session of the Commissioners Court continued with County Commissioner Huckeba presiding.

Whereupon County Commissioner King offered the following order to the Commissioners Court of Titus County, Texas, and made a motion that the same be passed by the court, which motion was seconded by County Commissioner Fleming. The order in words and figures is as follows, to-wit:

"It appears to the Commissioners Court of Titus County, Texas, that in compliance with notice to Contractors inviting bids on construction of certain roads and bridges as fully described in plans and specifications made by H.S. Wilder, Engineer for Titus County, Texas, and approved by the State Highway Engineer for the State of Texas, which notice invited bids to be submitted on the 21st day of September A.D. 1923 as stated in said notice, which had been theretofore duly published in the Daily Hustler a newspaper published in Titus County, Texas for more than 12 months prior to the 27th day of August A.D. 1923.

The bid in words and figures as follows, to-wit: which bid was and is the lowest and best bid made to the Commissioners Court. Said bid is as follows, to-wit:

STATE HIGHWAY DEPARTMENT OF TEXAS.

PROPOSAL TO

The Commissioners' Court of Titus County, Texas, for building a 4.13 miles Gravel Road Bridges & Culverts Highway 1A in Titus County, Texas.

The undersigned, as bidder.... declare..... that the only person or parties interest in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he... ha.... carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and ha.... carefully examined the location, conditions and classes of material of the proposed work; and agree.... that he.... will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done are approximate only, and are intended principally to serve as a guide in figuring out the bids.

It is further agreed that the quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased are to be performed at the unit prices set forth below except as provided for in the specifications.

NOTE.... Unit prices must be given on each item checked in the following schedule, regardless of whether quantities are shown, and should any items be omitted, the right is reserved to apply the lowest prices submitted by the other bidders in payment for work done under this proposal.

ITEM NO.	APPROXIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS.	UNIT BID PRICE DOLLARS-CENTS	Amt. Bid. Dol. Cts.
4	15.3	acres clearing (new right-of-way) for Fifteen Dollars per acre	15.00	
4	17.78	One hundred foot stations light clearing (new right-of-way) for Two dollars and fifty cents Per 100 ft. sta	2.50	
4	15.3	Acres grubbing (new right-of way) for Sixty dollar.. per acre	60.00	
4	17.78	One hundred foot stations light grubbing (new right-of-way) for Five Dollars Per 100 ft. station	5.00	
5	20447.4	Cu yds. Earth borrow Excavation for Sixteen and one half cents Per cu. yd.	.16 1/2	

ITEM NO.	APPROXIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE Written in words.	UNIT BID PRICE DOLLARS.CENTS	AMT BID
5	Cu yds. solid rock Excavation for		
5	Cu Yds. Loose Rock Excavation for		
5	34,139.5	Cu Yds Earth Roadway Excavation for sixteen and one half cents Per cu. yd.	...16 1/2	
53	197.0	Cu Yds Structural Excavation for	1.00	
5	44115.0	Cu Yds of Over-haul Excavation per one hundred foot station for three and one half cents per cu yd	.03 1/2	
33	2712.0	Wooden Guard fence, furnishing, placing, painting, etc. complete for Fifty cents per lin. ft.	.50	
14	18334.6	Pounds Steel Bars (reinforcing) complete in place for five and one half cents. Per pound	.05 1/2	
61		Pounds plain Structural Steel for	
54	208.24	Cu Yds Class "A" concrete for Twenty dollars per cu. yd.	20.00	
54		Cu Yds. Class "B" Concrete for Per cu yd.	
54		Cu Yds. Class "C" Concrete for Per cu yd.	
55	2360.	Linear feet of Piles in place for One dollar per lin. ft.	1.00	
63		Linear feet of Type... Railing Complete in place for	/.....	
--	7260.7	Cu Yds.... surfacing hauled first one-fourth mile including loading, unloading, spreading, etc. for twenty cents per cu yd.	.40	
--	430.0	Cu yds.... surfacing hauled second one-fourth mile for six and one half cents per cu. yd.....	.06 1/2	
--	440.0	Cu yds. ... surfacing hauled fourth one-fourth mile for fifteen and one-half cents	.19 1/2	
	440.0	Cu yds. ... surfacing hauled third one-fourth mile for thirteen cents per cu yd.....	.13	
--	405.4	Cu yds.... surfacing hauled fifth one-fourth mile for Twenty six cents per cu yd.	.26	
--	460.6	Cu yds. surfacing hauled sixth one-fourth mile for Thirty two and one half cents per cu yd.	.32 1/2	
--	448.5	Cu yds.... surfacing hauled seventh one-fourth mile for Thirty nine cents per cu yd.	.39	
--	4646.8	Cu yds. .. surfacing hauled eighth one-fourth mile for Forty six per cu yd.	.46	
--	22062.6	Cu yds. surfacing hauled one additional one-fourth mile above and including the ninth one-fourth mile for six and one-half cents per cu yd.	.06 1/2	
18	517.6	Asphalt Paving on bridges One dollar and twenty cents	1.20	
54	50.42	Lumber (12 Treatment)	...108.00	
64	2.952	M.F.d.M per		
		M.F.d.M Lumber.....	65.00	
10	7,360.7	Gravel Furnished.FCB.Cason CY	1.40 Hughes Springs gravel 1.85 Texarkana gravel	

The undersigned agree... and pledge... himself themselves to complete the work in full by One Hundred Fifty Work days.

The bond, given by the undersigned, in the amount of Five-Thousand-- Dollars

-\$5000.00)----- to secure a proper compliance with the terms and provisions of this contract, and to insure and guarantee the work until final completion and acceptance, is hereto attached and made a part hereof.

Accompanying this proposal is a certified check payable to the order of the Dam M. Cook, Judge of Titus County, for Five Thousand Dollars, (\$5000.00), said check to be returned to the bidder, unless in case of the acceptance of the proposal... he... shall fail to execute a contract and file a bond within ten days of its acceptance, in which case the check is to become the property of said county, and is to be considered as payment for damages due to delay and other inconveniences suffered by said county on account of failure of the bidder to execute contract. It is understood that the party of the first part reserves the right to reject any and all bids.

The work proposed to be done shall be accepted in sections of miles each, when fully completed and finished to the entire satisfaction of the State Highway Engineer and after having been subject to public team traffic for its entire length for a period of not less than thirty (30) days (except when the weather conditions have been such that the surfacing material could not be properly bonded and compacted, in which case the date of acceptance shall be delayed until ten (10) days after date of such rains as will in the opinion of the Engineer be sufficient to thoroughly bond and compact the surface)

For the construction of this work the undersigned expects to use material from Hughes Spring Pit.... furnished by from the quarry pit at

The undersigned wishes to list in addition work of a similar character completed by him..... Signed George & Kerr

J.D. George.
C.C. Kerr.

It is therefore ordered, adjudged and decreed by the Commissioners Court of Titus County, Texas, that the foregoing offer and bid be and the same is now in all things accepted and that the contract based upon said bid and the plans and specifications for said work which plans and specifications have been approved as aforesaid, and which contract is in words and figures as follows, to-wit:

THE STATE OF TEXAS
COUNTY OF TITUS

THIS AGREEMENT MADE this the 26th day of September, 1923, by and between Titus County, Texas, represented by the Commissioners' Court, party of the first part, and George and Kerr, a partnership composed of J.D. George and C.C. Kerr, their executors, administrators, heirs, successors or assigns, parties of the second part, and subject to the approval of the Texas State Highway Commission.

Whereas, the said County, known as the party of the first part, desires to enter into a contract for the improvement of Road No. 14A, Job No. 225 G, in said County, commencing at Station No. 0+00 near... and extending thence to Station No. 219-95, or as far as the money available will construct in accordance with the provisions of the State Statutes, and of the notice to contractors, specifications, proposal, and plans, marked Exhibit A, annexed hereto, and made part hereof, and

Whereas, the party of the second part, has been engaged in and now does such work, and represents that he is fully equipped, competent and capable of performing the above desired and outlined work, and is ready and willing to perform such work in accordance with the provisions of the attached notice to contractors, specifications, proposal and plans, marked Exhibit A, now,

Witnesseth, that for and in consideration of the prices and agreement

mentioned in the proposal hereto attached, and made part of this contract, the said contractors agree to do, at their own proper cost and expense, all the work necessary for the improvement of Road No. 1 A, Job 225 C in Titus County, Texas, in accordance with the provisions of the attached notice to contractors, specifications proposal and plans, which are made part of this contract, and in full compliance with all of the terms of the specifications and the requirements of the Engineer.

The said Contractors agree further to begin the work on or before ten days after the approval of this contract by the Texas State Highway Commission, and to complete the same same not later than one hundred and fifty working days from that date.

And said County, in consideration of the full and true performance of said work by said contractors, hereby agrees and binds itself to pay to said contractors the prices set forth in the attached proposal and in the manner provided in the attached specifications.

The contractors, expressly warrant that they have employed no third person to solicit or obtain this contract in their behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, and that they have not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that they have not, in estimating the contract price demanded by them, included any sum by reason of any such brokerage commission or percentage; and that all moneys payable to them hereunder are free from all obligations of any other person for services rendered, or supposed to have been rendered in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the party of the first part, and that the party of the first part may retain to its own use from any sums or to become due thereunder, an amount equal to any brokerage commission or percentage so paid or agreed to be paid.

In the employment of labor, in the performance of this contract, preference shall be given other conditions being equal, to honorably discharged soldiers, sailors and marines, but no other preference or discrimination among citizens of the United States shall be made. (Section 6 of the acts of Congress, approved February 28, 1919, entitled "An Act making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes." Public No. 2991 65th Congress.)

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

Approved..... 19.....
County Engineer.

TITUS COUNTY, TEXAS
Party of the First Part.

By R.E.Huckeba, Acting County Judge.

Recommended for approval by :

W.A.Fleming,
W.M.King,
W.M.Edwards,
R.E.Huckeba
County Commissioners.

TITLE.....

Approved..... 19.....

J.D.George
C.C.Kerr,
Party of the Second Part.

State Highway Commission.

By _____
State Highway Engineer.

Be and the same is now in all things approved and ratified by the Commissioners's Court of Titus County, Texas".

Commissioner Huckeba, acting as presiding officer of the Commissioners's Court of Titus County, Texas, put the said motion for a vote of the Commissioners Court of Titus County, Texas, with the request that as many as favored the motion would vote "AYE" and those opposed to the motion would vote "no".

Whereupon County Commissioners Edwards, Fleming, King and Huckeba voted "AYE". None voted "NO". Commissioner Huckeba, acting as presiding officer of the Commissioners Court of Titus County, Texas, declared the motion carried and the order passed.

The foregoing minutes of the Commissioners Court of Titus County, Texas, read and in all things approved on this the 26th day of Sept. A.D. 1923.

R.E.Huckeba, Acting presiding Officer of the Commissioners Court of Titus County, Texas.

Attest:

County Clerk, Titus County, Texas.

THE FOREGOING MINUTES OF THE COMMISSIONERS' COURT of Titus County, Texas, read and in all things approved on this the 26th day of Sept. A.D. 1923.

ACTING PRESIDING OFFICER, of the Commissioners's Court of Titus County, Texas.

ATTEST: William Brown
Clerk of the County Court,
Titus County, Texas.