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On this the 15 day of October, 1940, the Commissioners' Court of Titus County convened in Regular Term in the Courthouse, with the following members of said Court present, to-wit:

C. T. Neugent,	County Judge,
T. L. Garrett,	Commissioner Precinct No. 1,
W. J. Cody,	Commissioner Precinct No. 2,
Ernest Brown,	Commissioner Precinct No. 3,
G. C. Lunsford,	Commissioner Precinct No. 4,
A. B. Gilpin,	County Clerk and Ex-Officio Clerk, Commissioners' Court,

and with the following members absent: None, constituting the entire Court, at which time the following business was transacted:

COMMISSIONER Lunsford presented for consideration an order and made a motion that it be passed. The motion was seconded by Commissioner Cody. The motion carrying with it the adoption of the order prevailed by the following vote:

AYES: Commissioners Garrett, Cody, Brown & Lunsford.

NOES: None

THEREUPON, the County Judge declared the order finally passed. The order as passed is as follows:

AN ORDER

BY THE COMMISSIONERS' COURT OF TITUS COUNTY
LISTING BIDS RECEIVED AND DETERMINING THE LOWEST
AND BEST BID IN REFERENCE TO REPAIRING, IMPROVING,
AND EQUIPPING THE COURTHOUSE AT MOUNT PLEASANT,
TEXAS, AND PRESCRIBING THE DUTIES OF THE COUNTY
OFFICIALS IN REFERENCE THERETO.

WHEREAS, pursuant to the provisions of Chapter 163, Acts of the Regular Session of the Forty Second Legislature, the County Judge has caused to be published Notice to Bidders for repairing, improving and equipping the County Courthouse at Mount Pleasant, Texas, which notice is in words and figures as follows, to-wit:

"NOTICE TO BIDDERS

Sealed bids will be received by the Commissioners Court of Titus County, Texas, in the Office of the County Judge, until 10 o'clock, A.M., on the 15th day of October, 1940, for repairing, improving, and equipping the Courthouse at Mount Pleasant, Texas, in accordance with plans and specifications heretofore prepared by the Engineer for the County and available in the

office of the County Judge, in the City of Mount Pleasant, Texas.

Each bid shall be accompanied by a certified check or Cashier's Check on a solvent bank in the State of Texas, for 5% of the amount of the bid, payable without recourse to the order of, or endorsed payable to the order of, C. T. Neugent, County Judge, of Titus County, Texas. The successful bidder will be required to give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by some Surety Company authorized to do business in the State of Texas, in accordance with the provisions of Article 5160, Revised Statutes of 1925, and amendments thereto.

Attention is called to the fact that not less than the prevailing rates of wages as established by the Commissioners' Court of Titus County, Texas, and as set forth below, must be paid on this project:

Common labor - - - - -	-25 Cents per hour;
Semi-skilled labor - - - - -	-40 Cents per hour;
Skilled labor- - - - -	75 Cents per hour;

In case of ambiguity or lack of clearness in stating prices in the proposal, the Commissioners' Court reserves the right to adopt the most advantageous construction thereof, or to reject the proposal.

In selection of labor, preference shall be given to citizens of Titus County, Texas.

It is the intention of the Court to issue and to deliver to the successful bidder interest-bearing time warrants to represent the County's indebtedness under said contract in the maximum amount of not exceeding Seven Thousand (\$7,000.00) Dollars, bearing interest at the rate of not to exceed five (5%) per cent per annum, maturing serially in such installments and during such years as may be determined by the Court, the maximum maturity date to be not more than seven years from their date.

WHEREAS, heretofore the Commissioners' Court has determined the necessity of repairing, improving and equipping the County Courthouse at Mount Pleasant, Texas; and has directed the County Judge of Titus County to advertise for bids in a newspaper of general circulation within the County; and

WHEREAS, the County Judge has, pursuant to the provisions of Chapter 163, Acts of the Regular Session of the Forty-Second Legislature, advertised for bids, which advertisement is in words and figures as follows, to-wit:

"NOTICE TO BIDDERS

Sealed bids will be received by the Commissioners' Court of Titus County, Texas, in the Office of the County Judge until 10 o'clock, A. M., on the 15th day of October, 1940, for repairing, improving, and equipping the courthouse at Mount Pleasant, Texas, in accordance with plans and specifications heretofore prepared by the Engineer for the County and available in the Office of the County Judge, in the City of Mount Pleasant, Texas.

Each bid shall be accompanied by a certified check or Cashier's Check on a solvent bank in the State of Texas, for 5% of the amount of the bid, payable without recourse to the order of, or endorsed payable to the order of, C. T. Neugent, County Judge of Titus County, Texas. The successful bidder will be required to give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by some Surety Company authorized to do business in the State of Texas, in accordance with the provisions of Article 5160, Revised Statutes of 1925, and amendments thereto.

Attention is called to the fact that not less than the prevailing rates of wages as established by the Commissioners' Court of Titus County, Texas, and as set forth below must be paid on this project:

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Common Labor - - - - - 25 Cents per hour;
Semi-skilled Labor - - - - 40 Cents per hour;
Skilled Labor - - - - - 75 Cents per hour;

In case of ambiguity or lack of clearness in stating prices in the proposal, the Commissioners' Court reserves the right to adopt the most advantageous construction thereof, or to reject the proposal.

In selection of labor, preference shall be given to citizens of Titus County, Texas.

The Court reserves the right to reject any and all bids.

This notice is given by order of the Commissioners' Court of said County.

ATTEST: A. B. Gilpin
County Clerk."

C. T. Neugent,
County Judge, Titus County, Texas.

; and

WHEREAS, said notice has been published in the Mount Pleasant, Daily Times, in its respective issues of Sept. 30, and Oct. 7, 1940; and

WHEREAS, the following bids were received:

O. L. Crigler & Co. Mt. Pleasant, Texas \$ 6,800

; and

WHEREAS, of the bids received pursuant to such published notice that of O. L. Crigler & Co., Mt. Pleasant, Texas, was considered by the Commissioners' Court to be the lowest and best bid; and

WHEREAS, the bid as filed was in accordance with the Notice to Bidders and the specifications on which bids were to be filed;

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS' COURT OF TITUS COUNTY, TEXAS:

1. That the bid of O. L. Crigler & Co., Mt. Pleasant, Tex. as hereinabove set forth be and the same is hereby accepted.
2. That the County Judge and County Clerk be and they are hereby authorized, ordered and directed to enter into a contract with said bidder in accordance with said bid.

PASSED AND APPROVED this the 15 day of Oct., 1940.

ATTEST: A. B. Gilpin
County Clerk and Ex-Officio Clerk
Commissioners' Court, Titus County, Texas.

C. T. Neugent
County Judge, Titus County, Texas.

(SEAL)

IN THE MATTER OF CONFIRMING CONTRACT WITH O. L. CRIGLER & CO. FOR REPAIRS & IMPROVEMENTS TO TITUS COUNTY COURT HOUSE:

THE STATE OF TEXAS |
COUNTY OF TITUS |

On this the 15 day of October, 1940, the Commissioners' Court of Titus County, Texas, convened in Regular Term in the Courthouse with the following members of said Court present, to-wit:

C. T. Neugent,	County Judge,
T. L. Garrett,	Commissioner Precinct No. 1,
W. J. Cody,	Commissioner Precinct No. 2,
Ernest Brown,	Commissioner Precinct No. 3,
G. C. Lunsford,	Commissioner Precinct No. 4,
A. B. Gilpin,	County Clerk and Ex-Officio Clerk, Commissioners' Court,

and with the following members absent: None, constituting the entire Court, at which time the

following business was transacted:

Commissioner Cody presented for consideration an order and made a motion that it be passed. The motion was seconded by Commissioner Brown. The motion carrying with it the adoption of the order prevailed by the following vote:

AYES: Commissioners Garrett, Cody, Brown and Lunsford.

NOES: None.

THEREUPON, the County Judge declared the order finally passed. The order as passed is as follows:

AN ORDER

CONFIRMING CONTRACT BETWEEN THE COUNTY OF TITUS AND O. L. CRIGLER & CO., CONTRACTORS, FOR REPAIRING, IMPROVING AND EQUIPPING THE COUNTY COURTHOUSE AT MOUNT PLEASANT, TEXAS, PROVIDING FOR THE ISSUANCE OF INTEREST-BEARING TIME WARRANTS OF SAID COUNTY IN PAYMENT THEREFOR, PROVIDING FOR THE LEVY AND COLLECTION OF TAXES ON ALL TAXABLE PROPERTY IN SAID COUNTY SUFFICIENT TO PAY THE INTEREST ON SAID WARRANTS AND THE PRINCIPAL AS IT MATURES.

It is the intention of the Court to issue and to deliver to the successful bidder interest-bearing time warrants to represent the County's indebtedness under said contract in the maximum amount of not exceeding Seven Thousand (\$7,000.00) Dollars, bearing interest at the rate of not to exceed five (5%) per cent per annum, maturing serially in such installments and during such years as may be determined by the Court, the maximum maturity date to be not more than Seven Years from their date.

The Court reserves the right to reject any and all bids.

This notice is given by order of the Commissioners' Court of said County.

C. T. Neugent, County Judge,
Titus County, Texas.

Attest: A. B. Gilpin,
County Clerk."

and;

WHEREAS, the foregoing advertisement was published in the Mount Pleasant Daily Times, a newspaper of general circulation in Titus County, on the following dates, to-wit: Sept. 30, and Oct. 7, 1940; and

WHEREAS, no petition was filed by the property taxpaying voters of the County asking for a referendum on the question of issuing said warrants; and

WHEREAS, of the bids received pursuant to such published notice that of O. L. Crigler Co., Mt. Pleasant, Tex., was adjudged by the Court, to be the lowest and best bid and most advantageous to the County, which bid was \$6,800.00; and

WHEREAS, pursuant to said published notice, on this the 15 day of October, 1940, the County of Titus, acting by and through its proper officers whose names are shown thereon, authorized by the Commissioners' Court, after having received competitive bids, entered into a contract with O. L. Crigler Contractors, of Mt. Pleasant, Texas, whereby the said contractors obligated themselves to construct said repairing, improving and equipping for said County, in accordance with the specifications adopted by said County for that purpose, which contract is as follows, to-wit:

CONTRACT

The State of Texas,
County of Titus,

THIS AGREEMENT, made and entered into this the 15th day of October, A.D. 1940 by and between the County of Titus, Texas, acting by and through its Commissioners Court, party of the

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first part, hereinafter termed OWNER, and O. L. Crigler Co. of the City of Mt. Pleasant, County of Titus and State of Texas, Party of the second part, hereinafter called CONTRACTOR.

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the party of the first part (OWNER) the said party of the second part (CONTRACTOR) hereby agrees with the party of the first part (OWNER) to commence and complete the improvement on the 4th floor, Installation of Furniture and Equipment and and the furnishing and installation of the stoves on the County Courthouse at Mt. Pleasant, Titus County, Texas as shown on the general and detail plans, together with the specifications heretofor prepared by the Architect, Charles T. Freelove of Kilgore, Texas, and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement, and at his own proper cost and expense to furnish all the tools, materials, equipment, labor supervision and other accessories and incidentals necessary for said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with all the General Conditions of the Agreement, and accordance with the Plans and Specifications therefor, as prepared by Charles T. Freelove, Architect, Kilgore, Texas, herein entitled the Architect and all of which are made a part hereof, and all in the manner and under the general conditions of the Agreement hereto attached and made a part hereof.

The Contractor hereby agrees to commence work within ten (10) days after the date of execution of this AGREEMENT and to substantially complete same within fifty (50) working days after the date hereof.

THE OWNER agrees to pay the CONTRACTOR for the performance of the contract in accordance with the Proposal submitted therefor, subject to additions and deductions, as provided in the General conditions of the Agreement and to make payments on account thereof as provided therein, Payments to be made in warrants against General Improvement Fund.

IN WITNESS WHEREOF, the parties to these presents have executed this AGREEMENT in quadruplicate in the year and on the day first written.

TITUS COUNTY TEXAS (OWNER)

By C. T. Neugent, Co. Judge
T. L. Garrett, Com #1
W. J. Cody, Com #2
Ernest Brown, Com #3
G. C. Lunsford, Com #4

O. L. Crigler Company

By: O. L. Crigler
(Party of the Second Part)
(CONTRACTOR)

(SEAL)

Attest: A. B. Gilpin
County Clerk

; and

WHEREAS, the contractors have furnished a bond in terms of law guaranteeing the performance of said contract, and providing for the payment of all accounts to persons furnishing materials and equipment and performing labor, which bond has been approved by the County Judge and by the Commissioners' Court, and filed in the Office of the County Clerk; and

WHEREAS, the County does not have funds on hand available for the purpose of paying for all of said repairing, improving and equipping, thus necessitating the issuance of interest-bearing time warrants for that purpose; and

WHEREAS, the County has ample taxing power within the 25¢ Permanent Improvement Fund Tax, permitted for the purpose, for the issuance of the interest-bearing time warrants provided for herein, after taking care of all previous pledges and contracts; and

WHEREAS, the total warrants to be issued under said contract is Seven Thousand (\$7,000.00) Dollars;

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS' COURT OF TITUS COUNTY, TEXAS:

1. That said contract be, and it is hereby ratified and confirmed as the contract of Titus County, Texas.
2. That the bond filed by the contractors is in all things approved and ordered filed in the Office of the County Clerk.
3. That in accordance with the terms of the contract there shall be delivered to the contractors "Titus County Courthouse Improvement Warrants," dated September 15, 1940, bearing interest at the rate of Five (5%) per cent per annum, payable on the 15th day of March, 1942 and semi-annually thereafter on September 15th and March 15th of each year.
4. Said warrants shall be issued and delivered to the contractors on estimates approved by the Engineers and thereafter approved by the Commissioners' Court, which Court shall designate the particular warrants to be delivered on each estimate, fully in accordance with the terms of said contract.

5. Said warrants shall be numbered consecutively from One (1) to Seven (7), both inclusive, aggregating Seven Thousand (\$7,000.00) Dollars; shall be of the denomination of One Thousand (\$1,000.00) Dollars, each, and shall become due and payable as follows:

WARRANTS NUMBERS	MATURITY DATES	AMOUNTS
1	March 15, 1943	\$1,000.00
2	March 15, 1944	1,000.00
3	March 15, 1945	1,000.00
4 - 5	March 15, 1946	2,000.00
6 - 7	March 15, 1947	2,000.00

6. Principal and interest of said warrants shall be payable at the Office of the County Treasurer, Mount Pleasant, Texas.

7. They shall be signed by the County Judge, countersigned by the County Clerk, registered by the County Treasurer, and the seal of the Commissioners' Court shall be impressed upon each of them. The fac-simile signatures of the County Judge and County Clerk may be lithographed or printed upon the interest coupons attached to each of said warrants.

8. Said warrants shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF TITUS

COURTHOUSE IMPROVEMENT WARRANT

The County of Titus, in the State of Texas, for value received is justly indebted to _____ contractors, or bearer, on the 15th day of March, 19___, the principal sum of
ONE THOUSAND DOLLARS

in lawful money of the United States of America, with interest thereon from date hereof until paid at the rate of Five (5%) per cent per annum, payable March 15, 1941, and semi-annually thereafter on September 15th, and March 15th of each year, and the full faith and credit of the said County is hereby irrevocably pledged to the prompt payment of this warrant and the annexed coupons and the County Treasurer is authorized, ordered and directed to pay to bearer said principal sum, together with interest thereon evidenced by coupons attached hereto, principal and interest payable at the office of the County Treasurer, Mount Pleasant, Texas, upon presentation and surrender

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of warrant or proper coupons, and the County Treasurer is authorized, ordered and directed to pay to bearer said principal sum and interest as the same matures. In event the sum of money evidenced by this warrant and the annexed coupons shall not be paid at maturity, the same shall thereafter bear interest at the rate of Five (5%) per cent per annum, until fully paid, and in the event of such default and it becomes necessary for the holder hereof, or of any of the coupons attached hereto, to place claim therefor in the hands of an attorney for collection or to institute suit thereon, then said County obligates itself to pay to the holder an additional ten (10%) per cent of the amount of default as attorney's fees.

This warrant is one of a series of Seven (7) warrants of like date and tenor except as to maturity, Numbered One (1) to Seven (7) both inclusive, of the denomination of One Thousand (\$1,000.00) Dollars, issued for the purpose of evidencing the indebtedness due by said County to _____, Contractors, or bearer, for the making repairs, improvements, and equipment, to the County Courthouse at Mount Pleasant, Texas, in accordance with contract therefor, under and by virtue of the Constitution and laws of the State of Texas, including the provisions of Chapter 163, Acts of the Regular Session of the Forty Second Legislature and pursuant to an order passed by the Commissioners Court of Said County which order is recorded in the minutes of said Commissioners' Court.

The date of this warrant in conformity with the order above mentioned is September 15, 1940.

AND IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done precedent to and in the issuance of this warrant and of this series of warrants have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; that the total indebtedness of said County, including this warrant and the entire series of which this is one, does not exceed any constitutional or statutory limitations; and that a sufficient tax to pay the principal and interest of this warrant and the entire series of which this is one has been levied for said purpose and will continue to be annually levied, assessed and collected, while said warrants or any of them are outstanding.

IN TESTIMONY WHEREOF, Titus County, Texas, by its Commissioners' Court has caused its seal to be hereto affixed, and this warrant to be signed by its County Judge, countersigned by its County Clerk, and registered by its County Treasurer, and the interest coupons hereto attached to be executed by the lithographed or printed fac-simile signatures of the County Judge and County Clerk as of the 15th day of the 15th day of September, 1940.

County Judge, Titus County, Texas.

COUNTERSIGNED:

County Clerk, Titus County, Texas.

REGISTERED as of the 15th day of September, 1940.

County Treasurer, Titus County,
Texas.

9. The form of coupons attached to each of said warrants shall be substantially as follows:

NO. _____

\$ _____

ON THIS THE _____ DAY OF _____ 19____.

The County Treasurer of the County of Titus, State of Texas, will pay to bearer, at the office of the County Treasurer, Mount Pleasant, Texas, the sum of _____ (\$ _____) Dollars, being _____ months' interest due that date on the County of Titus Courthouse Improvement Warrant,

dated September 15, 1940, NO. _____.

County Clerk.

County Judge.

10. There shall be printed on the back of each of said warrants substantially the following endorsement for the purpose of transfer of same:

ENDORSEMENT

THIS IS TO CERTIFY THAT _____, CONTRACTORS, received the within warrant and interest coupons annexed thereto from the officers of the County of Titus, Texas, and for value received, hereby transfers, assigns, sells and delivers to bearer, all right, title and interest in and to the within principal warrant and interest coupons attached hereto, without recourse, and in addition to all other rights the said bearer is hereby subrogated to all claims, liens, rights or title, whether at law or in equity, which are or may be secured to said Contractors under said warrants and by virtue of certain contract under which same were issued, and the bearer is authorized to collect same and to give full acquittance therefor.

BY _____

ITS _____

11. In event the contractors shall be entitled to receive a sum of money under any estimate which cannot be paid exactly by delivery of warrants due to their even denomination, the County shall deliver an amount of warrants less than the estimates, carrying as a credit the unpaid amount until the next estimate is filed and approved. Adjustments necessary on approval of the final estimate shall be paid in cash. Any warrants remaining unissued when the contract has been completed shall be cancelled and destroyed by order of this Court, and proof thereof shall be placed on the minutes of this Court.

12. A fund is hereby made and created and shall be provided and set aside out of the funds derived from taxes authorized to be levied and collected by the Constitution and laws of the State of Texas, such fund to be designated "Courthouse Improvement Warrant Fund", which fund shall be used for no purpose save and except to pay all interest on and to provide the necessary sinking fund for said warrants at their maturity.

13. That to pay the interest and to create a sinking fund to retire said warrants at their maturity and to provide for 10% Attorneys' fees in event of default, a tax of and at the rate of 1½ (1½) Cents on the One Hundred (\$100.00) Dollars' valuation of all taxable property in the said County of Titus, Texas, out of the 25¢ Permanent Improvement Fund Tax of said County, is hereby levied for the year 1941, that during each year thereafter while any of said warrants are outstanding and unpaid, and at the time other County taxes are levied in each of said years, there shall be computed and ascertained what rate of tax based upon the latest approved tax rolls of said County will be necessary requisite and sufficient to fully make, raise, and produce in each of said years the amount of principal necessary to be raised for that year, plus the interest maturing in said year upon the amount of this series of warrants outstanding and unpaid and to provide 10% attorneys' fees in case of default, and for each of said years there is hereby levied, and ordered to be assessed and collected in due time form and manner, a tax at the rate necessary, which shall be placed in a separate fund for this series of warrants, known and designated "Courthouse Improvement Warrant Fund", and the County Treasurer shall not honor any draft upon said fund or pay out any of the same except in the payment of interest on said warrants or for retiring the same, or for

attorneys' fees as provided above.

14. The County Judge and County Clerk are hereby directed to execute said warrants and the Treasurer is hereby directed to register them and said officers are hereby directed to deliver said warrants to O. L. Crigler, on estimate approved by the Engineer and thereafter approved by the Commissioners' Court as being in accordance with the terms of said contract.

PASSED AND APPROVED this the 15 day of October, 1940.

ATTEST: C. T. Neugent
County Judge, Titus County, Texas.

A. B. Gilpin
County Clerk and Ex-Officio Clerk,
Commissioners' Court, Titus County, Texas.

(SEAL)

AFFIDAVIT OF PUBLICATION OF
NOTICE TO BIDDERS

THE STATE OF TEXAS |
COUNTY OF TITUS |

BEFORE ME, the undersigned authority, on this day personally appeared G. W. Cross, known to me, who being first duly sworn, deposed and upon his oath said:

1. That he is the Editor of the Mount Pleasant Daily Times, a newspaper which has been regularly and continuously published in said County for a period of more than one year prior to the date of the first publication of the attached Notice to Bidders; that as such publisher he caused said notice to be published in said newspaper on the following dates, to-wit: Sept. 30, 1940, and October 7, 1940, the date of the first publication being not less than fourteen days prior to the date set for the receiving of bids as advertised in said notice.

2. That the publication made is a true and correct copy of said Notice to Bidders, a printed copy of which is attached hereto.

G. W. Cross

SUBSCRIBED AND SWORN TO BEFORE ME, this the 15th day of October, 1940.

(SEAL) Daisy Buchanan
Notary Public in and for Titus County, Texas.

IN THE MATTER OF SELLING LAND BELONGING TO TITUS COUNTY:

THE STATE OF TEXAS |
THE COUNTY OF TITUS |

At a regular meeting of the Commissioners' Court of Titus County, Texas, on the 14th day of October, 1940, the following members were present: G. T. Neugent, County Judge, Ernest Brown, Commissioner, W. J. Cody, Commissioner, Lester Garrett, Commissioner, G. C. Lunsford, Commissioner, when came on to be considered the matter of the sale by Titus County of three small tracts of land located in said county and belonging to Titus County. The tracts of land being as follows:

TRACT NO. 1: Located in the town of Talco and beginning at a stake on a Northwest corner of the junction of Fifth Street and A. M. Geiger's S. B. line and 60 ft. West of M. Hazelwood's N. W. Corner - THENCE WEST 300 ft. along Geiger's S. B. line to a stake - THENCE SOUTH 158 ft., a stake on E. B. line of Fourth Street - THENCE EAST 300 ft. to a stake on the W. B. line of Fourth Street - THENCE EAST 300 ft. to a stake on the W. B. line of Fifth Street - THENCE NORTH

158 ft. to the beginning; less, however, that portion lying in the right-of-way of old highway No. 49 and that portion lying North and East of the Northerly line of old Highway No. 49; and being the same land, less the above exception, deeded to Titus County by B. L. Geiger and wife on May 26, 1936, as shown by Deed recorded in Vol. 95 Page 179 of the Deed Records of Titus County, Texas, subject to oil and gas lease and surface lease in favor of Hays Johnson and the right to remove all improvements.

TRACT NO. 2: BEING a part of the J. B. Hill Survey and beginning at a stake in Verne Adams' S. B. line 308 ft. West of his S. E. corner of 190 acre tract of land - THENCE WEST 70 yds. to a P. O. - THENCE NORTH 140 yds. to a stake - THENCE EAST 70 yds to a stake - THENCE SOUTH 140 yds. to the beginning and containing two acres of land and being the same land described in a deed from Verne Adams and wife to Titus County, dated July 22, 1919, and recorded in Vol. 46 Page 120 of the Deed Records of Titus County, Texas.

TRACT NO. 3: BEING a part of the R. Kirk and R. W. Nabers Surveys and beginning at a stake in the W. B. line of Highway No. 67, same being on the S. B. line of S. P. Adams' estate out of said survey - THENCE SOUTH with the E. B. line of said highway 1219 ft. to the S. W. corner of R. Kirk Survey - THENCE EAST with the N. B. line of a county road 100 ft. to a stake in the W. B. line in said road in the Nabers Survey - THENCE NORTH 1219 vrs. to the S. E. Cor. of the S. P. Adams tract of land out of the Kirk sur. - THENCE WEST 112 ft. to the beginning.

Whereupon Commissioner Brown made a motion seconded by Commissioner Garrett and which motion is as follows: "Be it ordered by the Commissioners' Court of Titus County, Texas, that each of the above described tracts of real estate be separately sold at public auction to the highest bidder for cash on the 30th day of October, 1940, after due notice and advertisement thereof as is hereinafter stated.

It is further ordered that C. T. Neugent, County Judge of Titus County, Texas, be and he is hereby appointed special commissioner for the purpose of making the above sale for and on behalf of said county, and he is hereby ordered to give notice of said sale by posting a written notice thereof at the courthouse doors in Titus County for ten days preceeding the day of sale; advertising that each of said tracts of land will be separately sold at public auction for cash at the court house door in said county on the 30th day of October, 1940, between the hours of 10:00 A.M. and 4:00 P.M.; and that said commissioner is hereby given the right and authority to reject any and all bids for said tracts of land, if in his judgment the highest bid for each of said tracts is not reasonable and fair.

It is further ordered that after making said sale the special commissioner, C. T. Neugent, will make the deed in conformity with this order for and on behalf of said county, shall duly acknowledge the same, conveying to the purchaser of each of said tracts all the right, title, interest and estate which the county had in and to above described tracts of land.

The motion was unanimously adopted.

C. T. Neugent
County Judge, Titus Co., Texas

ATTEST: A. B. Gilpin
County Clerk, Titus Co., Tex.

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IN THE MATTER OF FURNISHING OFFICE SPACE FOR TITUS COUNTY DRAFT BOARD:

THE STATE OF TEXAS |

COUNTY OF TITUS |

On this the 14th day of October, 1940 came on to be held a regular meeting of the Commissioner's Court of Titus County, Texas with the following members present, to-wit:

C. T. Neugent	County Judge;
Lester Garrett	Commissioner Prec. #1;
G. C. Lunsford	" " #4;
W. J. Cody	" " #2;
Ernest Brown	" " #3;
A. B. Gilpin	County Clerk;

none being absent.

There came on to be considered the matter of furnishing an office for the Titus County Draft Board in which to administer and transact the business of selective service for Titus County under the United States Compulsory Military Service Act. Commissioner Lunsford offered the following resolution and moved its adoption. Commissioner Garrett seconded said motion. Thereupon, the County Judge put the question to a vote and all of the Commissioners voted "Aye". The County Judge declared the motion carried and the resolution adopted.

The resolution is as follows:

Whereas, Request has been made of Titus County to furnish office spaces for the Local Draft Board for said County in which to transact its business and do its work under the Federal Selective Service Act.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF TITUS COUNTY, TEXAS:

That Titus County, Texas furnish free of charge sufficient office space on the third floor of the County Court House at Mt. Pleasant, Texas for the use and convenience of the local Titus County Draft Board in the administering and the transaction of business under the aforesaid Federal Selective Service Act, said office space together with the utilities to be furnished by the County to be available for said Board beginning on date hereof and to continue for such time as said office space is needed by said Board.

PASSED, ADOPTED and APPROVED on this the 14th day of October, 1940.

C. T. Neugent
County Judge in and for Titus County, Texas.

ATTEST: A. B. Gilpin,
County Clerk in and for
Titus County, Texas.

IN THE MATTER OF APPROVING MONTHLY REPORTS AND EXPENSE ACCOUNTS--(September, 1940):

Motion was made by Commissioner Garrett and seconded by Commissioner Lunsford to approve the monthly report and expense account of Chas. W. Robinson, Justice of the Peace. All voted "aye" and the motion carried unanimously.

Motion was made by Commissioner Garrett and seconded by Commissioner Cody to approve the monthly report and expense account of Loyd Graf, Constable. All voted "aye" and the motion carried unanimously.

Motion was made by Commissioner Lunsford and seconded by Commissioner Cody to approve the monthly report and expense account of J. W. Edwards, Justice of the Peace. All voted "aye" and the motion carried unanimously.

Motion was made by Commissioner Lunsford and seconded by Commissioner Cody to approve the monthly report and expense account of J. W. Spruill, Justice of the Peace. All voted "aye" and the motion carried unanimously.

Motion was made by Commissioner Garrett and seconded by Commissioner Lunsford to approve the monthly expense account of A. B. Gilpin, County Clerk. All voted "aye" and the motion carried unanimously.

Motion was made by Commissioner Lunsford and seconded by Commissioner Garrett to approve the monthly expense account of Morris Rolston, County Attorney. All voted "Aye" and the motion carried unanimously.

Motion was made by Commissioner Lunsford and seconded by Commissioner Garrett to approve the monthly expense account of Aubrey Redfearn, Constable. All voted "aye" and the motion carried unanimously.

Motion was made by Commissioner Garrett and seconded by Commissioner Lunsford to approve the monthly expense account of G. R. Ard, Sheriff. All voted "aye" and the motion carried unanimously.

Motion was made by Commissioner Lunsford and seconded by Commissioner Garrett to approve the monthly expense account of P. O. Wilhite, Assessor & Collector. All voted "aye" and the motion carried unanimously.

IN THE MATTER OF TRANSFERRING FUNDS FROM OPERATING FUND TO TRIAL FEE FUND:

It appears to the Court from information received by the County Treasurer, that there is an over-draft in the Trial Fee fund of \$13.50. It is therefore ordered that the Clerk issue a warrant on the Operating Fund transferring \$13.50 to the Trial Fee Fund.

Motion was made by Commissioner Lunsford and seconded by Commissioner Garrett to pass above order. All voted "aye" and the motion carried.

IN THE MATTER OF CONDEMNING RIGHT OF WAY FOR PUBLIC ROAD IN PRECINCT 4:

Report of Jury of View

THE STATE OF TEXAS |
COUNTY OF TITUS |

TO THE HONORABLE COMMISSIONERS' COURT OF TITUS COUNTY, TEXAS:

The undersigned jurors, constituting a jury of view, duly summoned and acting under the order of this Court made on the 9th day of September, 1940, after having taken oath as required by law, did, on the 4th day of October, 1940, together with Don G. Nolte, Surveyor, proceed to lay out, survey and describe a road to the greatest advantage of the public, and so that the same may be traced with certainty beginning at old Center Point School House and terminating at Chapel Hill School House in Prec. #4 of Titus County, Texas, in accordance with such order and the law, and at the same time proceeded to assess the damages incidental to the opening of said road, after having given notice in writing to the landowners through whose land said road runs, the returns of such notices being hereto attached as a part of this report.

The field notes of said survey and description of said road are as follows:

Said road to be 50 feet in width, being 25 feet on each side of the center line of said public road: BEGINNING at old Center Point School House at a point in the center of an existing road running from Mt. Pleasant to said Center Point School House and on Southerly to Chapel Hill School House, said point being 275 North from the place where a road leading from Cookvilla Westerly to said Center Point School House runs into or intersects the road above mentioned, and said beginning point being also 100 feet South of the NW corner of land belonging to Sam Williams in the Geo. Clapham Survey; THENCE SOUTH with the center line of the above mentioned present existing road on the ground running as aforesaid from said Center Point School House to Chapel Hill School House 3220 feet, a stake in center of said road; THENCE EAST with the center of said road 500 feet, a stake; THENCE SOUTH with the center of said road 2610 feet to the NB line of Kendall Lewis Survey, a stake; THENCE WEST with the center of said road 200 feet, a stake; the NE corner of a tract of land belonging to J. H. Stephens; THENCE SOUTH with the center of said road 2130 feet to State Highway No. 49, crossing said Highway and continuing South with the center of the aforesaid road 3140 feet, a stake; THENCE SOUTH 28 deg. West 213 feet with the center of said road to the SB line of a tract of land belonging to W. P. Traylor in said Kendall Lewis Survey; THENCE continuing SOUTH with the center of said road 2937 feet to Chapel Hill School House, where said road running into or intersects with the Hickory Hill-Mt. Pleasant road. The center lines of the road hereby being laid out and described will follow the center line of the above mentioned existing road from said old Center Point School House to said Chapel Hill School House in said Precinct #4 in Titus County, Texas.

And J. H. Stephens, D. D. Traylor, W. P. Traylor and Luther Taylor, owners of land through which said road runs, having duly presented to us, at the time stated in such notice, statements of the damages claimed by them respectively, which are returned with this report, we assessed their damages as follows:

J. H. Stephens & Federal Land Bk of Houston, lien holder, jointly	- -	\$17.26;
D. D. Traylor & Federal Land Bk of Houston, lien holder, jointly	- -	\$29.08;
W. P. Traylor	- - - - -	\$37.54;
Luther Taylor	- - - - -	\$38.46;

all as is shown more fully by the attached assessments.

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All of which is respectfully submitted for the further order of this Court on this the 4th day of October, A.D., 1940.

A. J. Luna
Charlie Gilbreath
C. P. Moore
Frank Landrum
R. N. Wilks

Jury of View.

ASSESSMENT TO J. H. STEPHENS:
AND THE FEDERAL LAND BANK OF
HOUSTON, lien holder, jointly:

Value of .863 acres of land taken -	\$ 17.26
Other damages	0
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Total - - -	\$ 17.26

A. J. Luna
Charlie Gilbreath
C. P. Moore
Frank Landrum
R. N. Wilks

ASSESSMENT TO D. D. TRAYLOR:
AND THE FEDERAL LAND BANK OF
HOUSTON, lien holder, jointly:

Value of 1.454 acres of land taken -	\$ 29.08
Other damages	0
<hr/>	
Total - - -	\$ 29.08

A. J. Luna
Charlie Gilbreath
C. P. Moore
Frank Landrum
R. N. Wilks

ASSESSMENT TO W. P. TRAYLOR:

Value of 1.877 acres of land taken -	\$ 37.54
Other damages	0
<hr/>	
Total - - -	\$ 37.54

A. J. Luna
Charlie Gilbreath
C. P. Moore
Frank Landrum
R. N. Wilks

ASSESSMENT TO LUTHER TAYLOR:

Value of 1.423 acres of land taken -	\$ 28.46
Other damages	\$ 10.00
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Total - - -	\$ 38.46

A. J. Luna
Charlie Gilbreath
C. P. Moore
Frank Landrum
R. N. Wilks

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Persons cited to appear at hearing on public road:

- Mr. and Mrs. Luther Taylor
- D. D. Traylor and wife, Mrs. D. D. Traylor
- Mr. and Mrs. W. P. Traylor
- J. H. Stephens and wife, Mrs. J. H. Stephens
- R. L. Peveto
- Federal Land Bank of Houston
- H. C. Brown
- W. C. Windsor
- Wm. C. McGlothlin
- Jno. B. Stephens, Jr.
- Gulf Oil Corporation
- W. H. Baker

(Citations attached to Report of Jury of View, properly returned to the Court)

ORDER APPROVING REPORT OF JURY OF VIEW:

THE STATE OF TEXAS |
 COUNTY OF TITUS |

On this the 14th day of October, 1940 came on to be heard the report of the jury of view appointed to lay out and survey a road beginning at old Center Point School House and terminating at Chapel Hill School House in Precinct No. 4 in Titus County, and the same having been duly considered, it is ordered that the same be approved and that said road be, and it is hereby, established, and that the field notes of said survey and description of said road be, and they are hereby, recorded in the Minutes of this Court, to-wit:

Said road to be 50 feet in width, being 25 feet on each side of the center line of said public road: BEGINNING at old Center Point School House and on Southerly to Chapel Hill School House, said point being 275 North from the place where a road leading from Cookville Westerly to said Center Point School House runs into or intersects the road above mentioned, and said beginning point being also 100 feet South of the NW corner of a tract of land belonging to Mrs. W. W. Thompson, et al, and the SW corner of land belonging to Sam Williams in the Geo. Clapham Survey; THENCE SOUTH with the center line of the above mentioned present existing road on the ground running as aforesaid from said Center Point School House to Chapel Hill School House 3220 feet, a stake in center of said road; THENCE EAST with the center of said road 2610 feet to the NB line of Kendall Lewis Survey, a stake; THENCE WEST with the center of said road 200 feet, a stake, the NE corner of a tract of land belonging to J. H. Stephens; THENCE SOUTH with the center of said road 2130 feet to State Highway No. 49, crossing said Highway and continuing South with the center of the aforesaid road 3140 feet, a stake; THENCE SOUTH 28 deg. West 213 feet with the center of said road to the SB line of a tract of land belonging to W. P. Traylor in said Kendall Lewis Survey; THENCE continuing SOUTH with the center of said road 2937 feet to Chapel Hill School House, where said road running into or intersects with the Hickory Hill-Mt. Pleasant Road. The center line of the road hereby being laid out and described will follow the center line of the above mentioned existing road from said old Center Point School House to said Chapel Hill School House in said Precinct No. 4 in Titus County, Texas.

It is further ordered, upon consideration of the Claimants' statements of damages and assessments thereof by said jury, that there be allowed and paid as just damages, and as adequate compensation for the land taken for said road the amounts of money as follows:

- To J. H. Stephens, and to the Federal Land Bank of Houston, lien holder, jointly - - - - - \$ 17.26
- To D. D. Traylor, and to the Federal Land Bank of Houston, lien holder, jointly - - - - - \$ 29.08
- To W. P. Traylor - - - - - \$ 37.54
- To Luther Taylor - - - - - \$ 38.46

and that said sums be paid to said parties respectively or be deposited to their credit with the County Treasurer of this county as provided by law and with notice to such owners of such payments or deposits, whereupon, since no objection is made to such report and such road is deemed of sufficient importance and is necessary and to the public interest, such road shall be opened.

It is further ordered that said new road be, and it is hereby classified as a road of the second class; that since such road lies within said Precinct No. 4, same shall constitute a part of said precinct, and shall be worked and maintained in the manner provided by law.

Motion was made by Commissioner Brown and seconded by Commissioner Lunsford to pay out of the Road & Bridge Fund, for road condemned, the following:

J. H. Stephens & Federal Land Bank	\$ 17.26
D. D. Treylor & Federal Land Bank	29.08
W. P. Traylor	37.54
Luther Taylor	38.46

All voted "aye" the the motion carried unanimously.

PROPOSAL, CONTRACT, AND BOND OF O. L. CRIGLER CO. IN CONNECTION WITH COURT HOUSE IMPROVEMENTS:

PROPOSAL

For Furnishing and Installing metal and wood furniture and the improvement to the Fourth Floor of the Courthouse at Mount Pleasant, Texas, furnishing and connecting of stoves.

TO THE HONORABLE COMMISSIONERS' COURT OF TITUS COUNTY, TEXAS
Mount Pleasant, Texas

Gentlemen:

Pursuant to your advertisement for bids and the instructions to bidders, the undersigned hereby proposes to do all the work and furnish all necessary labor, equipment, tools and materials to complete all of the work provided and in accordance with the attached plans and specifications and binds himself upon acceptance of his proposal, to execute a contract and bond for completing the said work within the time stated and for the prices set out herein:

Lump Sum Bid (For all of the work, including the furnishing and installing of furniture and equipment and the installation of stoves.

Six Thousand Eight Hundred & no/100 DOLLARS (\$6,800.00)

The undersigned bidder agrees to begin work within ten days after execution of contract and to complete the work in full, upon which he has bid within 50 working days.

Enclosed with this proposal is a certified or cashier's check bidding bond in the amount of five (5%) per cent of the total bid, which it is agreed in the event the undersigned shall be the successful bidder, shall be and become forfeited to Titus County, Texas, as liquidated damages, here and now agreed upon, if the undersigned shall fail or refuse to execute the contract and bond prescribed within ten days after written notice of the acceptance of his bid.

O. L. Crigler Co.
By O. L. Crigler

Address: Mt. Pleasant Texas
Oct. 15, 1940.

October 15, 1940

County Judge & Commissioners
Titus County
Mt. Pleasant, Texas

Gentlemen:

We propose to furnish all labor, machinery, equipment and materials for the completion of the 4th floor of the Titus County Courthouse at Mt. Pleasant, Texas in accordance with the plans and specifications furnished by Charles T. Freelove, Kilgore, Texas.

We agree to furnish all Watson furniture and equipment listed on pages 5 and 6 of the said specifications. In addition to the above mentioned furniture, we agree to furnish One (1) hat and coat cabinet in the District Court room. This cabinet to be constructed and finished of similar material and design as is the rest of the Courthouse furniture.

We further agree to furnish all stoves as shown on page 6, and in addition thereto furnish a concrete box with cast iron cover set in the ground at the present location of the gas meter loop. This box to be of sufficient size to take the necessary meter.

We further agree to furnish a concrete walk at both of the north entrances between the main entrance on the north and entrances leading to the basement.

We agree to furnish and complete this work within Fifty (50) days from the 15th of October.

Our total bid for this above construction and equipment furnished is Six Thousand Eight Hundred Dollars (\$6,800.00).

We agree to accept Five Percent (5%) Regular Issued County of Titus Courthouse Warrants in lieu of the cash price shown above.

Respectfully submitted,

O. L. Crigler Co.

O. L. Crigler
Mt. Pleasant, Texas

CONTRACT

The State of Texas, |

County of Titus, |

THIS AGREEMENT, made and entered into this the 15th day of October, A.D. 1940 by and between the County of Titus, Texas, acting by and through its Commissioners Court, party of the first part, hereinafter termed OWNER, and O. L. Crigler Co. of the City of Mt. Pleasant, County of Titus and State of Texas, Party of the second part, hereinafter called CONTRACTOR.

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the party of the first part (OWNER) the said party of the second part (CONTRACTOR) hereby agrees with the party of the first part (OWNER) to commence and complete the improvement on the 4th floor, Installation of Furniture and Equipment and the furnishing and installation of the stoves on the County Courthouse at Mt. Pleasant, Titus County, Texas as shown on the general and detail plans, together with the specifications heretofore prepared by the Architect, Charles T. Freelove of Kilgore, Texas, and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement, and at his own proper cost and expense to furnish all the tools, materials, equipment, labor supervision and other accessories and incidentals necessary for said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with all the General Conditions

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of the Agreement, and accordance with the Plans and Specifications therefor, as prepared by Charles T. Freelove, Architect, Kilgore, Texas, herein and all in the manner and under the general conditions of the Agreement hereto attached and made a part hereof.

The Contractor hereby agree to commence work within ten (10) days after the date of execution of this AGREEMENT and to substantially complete same within fifty (50) working days after the date hereof.

THE OWNER agrees to pay the CONTRACTOR for the performance of the contract in accordance with the Proposal submitted therefor, subject to additions and deductions, as provided in the General conditions of the Agreement and to make payments on account thereof as provided therein, Payments to be made in warrants against General Improvement Fund.

IN WITNESS WHEREOF, the parties to these presents have executed this AGREEMENT in quadruplicate in the year and on the day first written.

TITUS COUNTY TEXAS (OWNER)

By C. T. Neugent, Co. Judge
T. L. Garrett, Com #1
W. J. Cody, Com #2
Ernest Brown, Com #3
G. C. Lunsford, Com #4

O. L. Crigler Company
By: O. L. Crigler
(Party of the Second Part)
(CONTRACTOR)

(SEA.)

Attest: A. B. Gilpin
County Clerk

BOND

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND
BALTIMORE

KNOW ALL MEN BY THESE PRESENTS:

That O. L. CRIGLER DBA O. L. CRIGLER COMPANY, MT. PLEASANT, TEXAS (hereinafter called as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its Home Office in the City of Baltimore, Maryland, U. S. A. (hereinafter called Surety), as Surety, are held and firmly bound unto C. T. Nugent, County Judge, Titus County, Texas (hereinafter called Owner), in the full and just sum of SIX THOUSAND EIGHT HUNDRED AND NO/100 Dollars (\$6,800.00), to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 14th day of October, 1940.

WHEREAS, the Principal has entered into a certain written contract, dated the ___ day of _____, A.D. 19___, with the Owner for repairs and construction of an additional room on the fourth floor of the Titus County Court House, together with the furnishing of stoves and furniture, Mt. Pleasant, Titus County, Texas.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Principal shall indemnify the Owner against any and all loss or damage directly arising by reason of the failure of the Principal to faithfully perform said contract, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

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1. That the Owner shall faithfully and punctually perform all the terms and conditions of said contract to be performed by the Owner.
2. That if the Principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations thereunder, the Surety shall have the right at its option to complete said contract or to sub-let the completion thereof.
3. That the Owner shall notify the Surety by registered letter, addressed and mailed to it at its Home Office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the Owner, or the Architect, or Engineer.
4. That the Surety shall not be liable for any provisions of the contract or specifications respecting guarantees of efficiency or wearing qualities, or for maintenance or repairs, nor is the Surety obligated to furnish any other bond covering such provisions of the contract or specifications.
5. All suits at law or proceedings in equity to recover on this bond must be instituted within twelve months after the completion of said contract, and in any event within twelve months from the date fixed in said contract for its completion.

O. L. Crigler Co.

O. L. Crigler

Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(CORPORATE SEAL)

By Robert E. Carter, Attorney-in-Fact.

IN THE MATTER OF ADVERTISING FOR BIDS ON ROAD SCRAPERS:

Motion was made by Commissioner Garrett and seconded by Commissioner Lunsford to advertise for Two (2) five-yard hauling scrapers with units, to cost approximately \$6,000.00. Com. Garrett and Lunsford voted "aye"; Com. Brown voted "no"; Com. Cody voted "present, and not voting"; the County Judge voted "aye", and declared the motion carried.

THE STATE OF TEXAS |
COUNTY OF TITUS |

On this the 15th day of October, 1940, the Commissioners' Court of Titus County, Texas, convened in Regular Session at a Regular Term of said Court with the following named members present, viz:

C.T. BEUGENT,	County Judge,
T. L. GARRETT,	Commissioner Precinct No. 1
W. J. CODY,	Commissioner Precinct No. 2
ERNEST BROWN,	Commissioner Precinct No. 3
G. C. LUNSFORD,	Commissioner Precinct No. 4
A. B. GILPIN,	County Clerk,

and passed the following order:

IT APPEARS TO THE COURT that it is to the best interest of Titus County and to its citizens and taxpayers that Titus County should purchase two (2) five-yard, four-wheel type hauling scrapers to be used in the construction, improvement and maintenance of the public roads of said county.

IT IS THEREFORE ORDERED that the Court does hereby declare its intention to purchase Two (2) five-yard, four-wheel type, hauling scrapers for use in the construction, improvement and maintenance of the public roads of Titus County and to pay therefor by the issuance of time warrants in the maximum amount of not exceeding \$6,000.00, bearing interest at the rate of not exceeding 6% per annum, and shall mature serially over the maximum period of not exceeding eight (8) years; and the County Judge is hereby authorized and directed to cause notice to be published accordingly.

The foregoing order was read and it was moved by Commissioner Garrett, and seconded by Commissioner Lunsford, that it be passed, and upon the question being called, it was passed by the following vote:

Commissioners Garrett and Lunsford voting "AYE"; Commissioner Brown voting "NO"; Commissioner Cody not voting, and Judge Neugent voting "AYE".

C. T. Neugent
County Judge.

IN THE MATTER OF EMPLOYING PRITCHARD & ABBOTT FOR VALUATION OF OIL PROPERTIES FOR NEXT 2 years:

Motion was made by Commissioner Brown and seconded by Commissioner Cody to employ Pritchard & Abbott for Valuation Engineers on Oil properties in Titus County, for 2 years. Commissioners Brown, Lunsford & Cody voting "aye", and Commissioner Garrett present, not voting. The County Judge declared the order passed.

AGREEMENT BETWEEN PRITCHARD & ABBOTT
AND TITUS COUNTY, TEXAS

STATE OF TEXAS |
COUNTY OF TITUS | KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the Commissioners' Court of TITUS County, Texas has contemplated the employment of skilled experts in matters of appraisal and valuation of oil and gas properties, and public utility properties including railroads in said County, and the compilation of records showing the record owner of all oil and gas producing properties in said County, for the convenience and information of the Board of Equalization of said County in equalizing the value of such properties as of January 1, 1941 and January 1, 1942, as compared with all other property valuations in said County for tax assessment purposes; and,

WHEREAS, it has been ascertained and determined that PRITCHARD AND ABBOTT, a Partnership, of Fort Worth, Texas, are skilled in such matters and have scientific and technical knowledge in the matter of appraisals and valuations of such properties for tax assessments, and it is the purpose of the Commissioners' Court of TITUS County, Texas, to employ the services of the said PRITCHARD AND ABBOTT for said purpose;

IT IS THEREFORE AGREED by and between TITUS COUNTY, Texas, acting herein by and through its Commissioners' Court, Party of the First Part, and PRITCHARD AND ABBOTT, of Fort Worth, Tarrant County, Texas, Parties of the Second Part, as follows:

1.

Parties of the Second Part agree to compile a list of the record owners of all producing

oil and gas properties wherever situated and located in said TITUS County, Texas, and undeveloped leases and royalty interest adjacent thereto as of January 1, 1941 and January 1, 1942, said compilation and record to show the particular interest or interests therein owned.

2.

Second Parties further agree to secure for First Party all information possible and available for the use of First Party, sitting as a Board of Equalization, in determining the proper valuations to be fixed upon such properties for assessment and taxation purposes, and generally to compile such information as shall be of aid and benefit to said First Party in equalizing the values of such properties for taxation. Said Parties of the Second Part agree to meet with the Commissioners' Court of TITUS County, sitting as a Board of Equalization, and to furnish said Board with all the information secured by them during their investigation for the purposes of equalizing the assessments of said properties. Parties of the Second Part also obligate themselves to make a survey of all pipe lines, refineries, gasoline plants, tank farms, tankage, storage, carbon black plants, supply houses, and all other properties of value used in connection with said oil and gas development, including transportation facilities, etc., and to furnish expert testimony, in event of tax suits over valuation of any of the above described properties.

3.

FOR AND IN CONSIDERATION of the skilled services, technical knowledge and experience of Second Parties in the performance of the obligations devolving upon it hereunder, First Party agrees and obligates itself to compensate Second Parties in the manner following:

SAID Second Parties shall receive an amount, to be paid out of the General Fund of TITUS County, Texas, equal to .04 Cents on the One Hundred (\$100.00) Dollar valuation, for the years 1941 and 1942, covering oil properties or other mineral interest, and public utility properties and railroads, only, as fixed and approved by the Board of Equalization of TITUS County Tax Roll for the years 1941 and 1942.

"OIL PROPERTIES", as herein used, is understood to include oil, gas, sulphur deposits, plants, storage, all pipe lines, refineries, gasoline plants, tanks and tank farms, tankage, storage, oil, carbon black plants, supply houses, drilling rigs, derricks, oil and gas leases, royalty interests in land, developed and undeveloped, and all other property of whatever character or value, used in connection with oil and gas development, including transportation facilities, etc.

4.

Payments in the form of a warrant or warrants legally drawn against the General Fund of said County shall be made on this contract from time to time as the work progresses, and, upon completion of said work and after final action has been taken by the Commissioners' Court, sitting as a Board of Equalization, the Commissioners' Court of TITUS County, Texas, hereby agree to issue, or cause to be issued, to PRITCHARD AND ABBOTT, a warrant or warrants drawn against the General Fund of said TITUS County, Texas, for the balance due as provided herein, based on the total value of all "Oil Properties and Public Utility Properties, including Railroads" as agreed upon and fixed by the Board of Equalization for the years 1941 and 1942. All of said warrants to be payable out of receipts and anticipated receipts from taxes levied for General County purposes, and from receipts from other sources coming into said General Fund for the years 1941 and 1942, and to provide for the payment of said warrants such an amount of money as is necessary for said purposes is hereby set aside and appropriated out of the money in or which shall come into the said General Fund. And the Party of the First Part hereby specifically contracts and obligates itself to, at any time same may become necessary, pass and enter of record such orders as may be proper and necessary to legalize and facilitate the payment of all sums due Parties of the Second

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Part for work performed under this contract.

5.

THE SAID FRITCHARD AND ABBOTT further agree that in no way shall the said TITUS County be obligated to said FRITCHARD AND ABBOTT, or its assistants, for salaries, expenses, or material except as above stated.

WITNESS OUR HANDS IN DUPLICATE, this the 15 day of Oct., A.D., 1940.

COUNTY OF TITUS, State of Texas
Party of the First Part

By C. T. Neugent
County Judge

Commissioner, Precinct No. 1

W. J. Cody
Commissioner, Precinct No. 2

Ernest Brown
Commissioner, Precinct No. 3

G. C. Lunsford
Commissioner, Precinct No. 4

ATTEST: A. B. Gilpin
County Clerk, TITUS County, Texas

FRITCHARD AND ABBOTT
Parties of the Second Part

By J. L. Abbott