

12 143  
129  
149  
99  
44  
763  
42  
23  
117

REGULAR TERM - August 10, 1953

BE IT REMEMBERED That the Commissioners Court of Titus County, Texas, met in Regular Session at the Courthouse in Mt. Pleasant, Texas, with the following members present, to-wit:

Harry Taylor	County Judge
Hollie Banke	Commissioner Precinct 1
J. Q. Roper	Commissioner Precinct 2
Eugene Mankins	Commissioner Precinct 3
J. R. Ponder	Commissioner Precinct 4
J. H. Rudd	County Clerk

and the following proceedings were had, to-wit:

IN THE MATTER OF APPROVING ACCOUNTS:

Motion was made by Banke and Seconded by Commissioner Roper to approve the monthly accounts as same appear of record in Warrant Book No. 1. Motion carried.

IN THE MATTER OF APPROVING OFFICERS MONTHLY EXPENSE ACCOUNTS:

Motion was made by Commissioner Ponder and Seconded by Commissioner Mankins to approve the monthly expense accounts of County Officials as follows:

J. H. Rudd	County Clerk	\$ 414.68
Jimmie Barrett	Tax Assessor-Col.	895.06
Harry Taylor	County Judge	28.25
Grover Ard	Justice of Peace	32.00

Upon being put to a vote, said motion carried unanimously.

IN THE MATTER OF APPROVING COUNTY TREASURER'S MONTHLY REPORT:

Motion was made by Commissioner Banke and Seconded by Commissioner Ponder to approve the monthly report for July of Cecil Franklin, County Treasurer, Motion carried.

IN THE MATTER OF EMPLOYING HARRY RIDDLE, DEPUTY SHERIFF:

Motion was made by Commissioner Mankins and Seconded by Commissioner Ponder to employ Harry Riddle as Deputy Sheriff at a salary of \$175.00 to be paid semi-monthly out of Peace Officers Salary Fund. Motion carried.

IN THE MATTER OF SETTING TAX RATE FOR 1953:

The Commissioners' Court meeting in regular session, discussed the matter of setting the tax rate for 1953 and upon a motion made by Commissioner Mankins and Seconded by Commissioner Roper, to set the rate as follows:

Jury Fund	.07
Road & Bridge Fund	.30
Road & Bridge I & S	.15
General Fund	.25
Gen. County I & S	.06
Perm. Improvement	.04
Perm. Imp. Sinking	.08
Road Bond 1947	.18
Special 30%	.30
	<u>\$ 1.43</u>

Upon being put to a vote, said motion was unanimously adopted.

IN THE MATTER OF TRANSFERRING FUNDS:

Motion was made by Commissioner Roper and seconded by Commissioner Banke to transfer \$4,746.76 from Operating Fund to General County Fund. Motion carried.

IN THE MATTER OF TRANSFERRING FUNDS:

Motion was made by Commissioner Mankins and Seconded by Commissioner Ponder to transfer \$250.00 from each Commissioner Precincts to Road and Bridge Fund. Motion carried.

IN THE MATTER OF AGREEMENT WITH ST. L. SW. RY. CROSSING WEST OF Mt. Pleasant:

THIS AGREEMENT, made and entered into as of the 1st day of May, 1953, by and between ST. LOUIS SOUTHWESTERN RAILWAY COMPANY OF TEXAS, hereinafter called "Railway," first party; THE STATE OF TEXAS, hereinafter called "State", second party; and THE COUNTY OF TITUS, TEXAS, hereinafter called "County," third party, WITNESSETH:

RECITALS: State is engaged in the construction of Farm-to-Market Highway No. 899 in Titus County, Texas. Said highway will intersect Railway's right-of-way and track at Mile Post "C" 483.846, near Mt. Pleasant, Texas, such intersection being hereinafter called "crossing," and in connection therewith the parties hereto have agreed as follows:

1. In consideration of the covenants and agreements of the other parties hereto, Railway covenants and agrees that it will:

1.1 Give and grant unto State, for a nominal consideration, an easement for the crossing of Farm-to-Market Highway No. 899 over the right-of-way and track of Railway at Mile Post "C" 483.846, near Mt. Pleasant, Texas, the property to be covered by said easement being more particularly described in and evidenced by a separate recordable instrument.

1.2 At the expense of the parties as hereinafter provided, furnish all superintendence and labor, all tools and equipment, and all materials necessary to perform, and perform, the following work:

(a) at the entire expense of County, raise Western Union wires at said crossing; and

(b) at the entire expense of Railway, provide and maintain timber crossing pavement between the ends of the ties for a width of 24 feet measured normal to the centerline of the highway, all at said crossing.

2. In consideration of the covenants and agreements of the other parties hereto, State covenants and agrees that it will, at the entire expense of State, furnish all superintendence and labor, all tools and equipment, and all material necessary, and thereafter grade, surface and maintain Farm-to-Market Highway No. 899 up to the ends of crossing in Railway's track, at crossing referred to in Section 1.1 hereof.

3. In consideration of the covenants and agreements of the other parties hereto, County covenants and agrees that it will pay Railway, promptly after presentation of bill or bills therefor, all of the cost of performing the work more particularly referred to in Section 1.2 (a) hereof, it being estimated that said work will cost \$125.00.

4. The parties hereto mutually covenant and agree that the term of this agreement shall commence as of the date hereof, and shall continue for so long a time as said Farm-to-Market Highway No. 899 is maintained as a public highway crossing Railway's right-of-way and main track at Mile Post No. "C" 483.846, near Mt. Pleasant, Texas, PROVIDED, HOWEVER, that upon the abandonment of said Farm-to-Market Highway No. 899, crossing over Railway's right-of-way and track as aforesaid, Railway, at its option, shall have the right to terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in triplicate as of the day and year first above written.

(SEAL)

ATTEST:

M. G. Mitchell, Assistant Secretary

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY OF TEXAS,

By H. J. McKensie, President

APPROVED:

G. B. Matthews, Vice President & General Manager

APPROVED AS TO FORM:

John W. Murphy, General Solicitor

RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM:

ATTEST:

J. H. Rudd, County Clerk

APPROVED AS TO FORM:

Assistant Attorney General

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway Commission:

By

Executed as State Highway Engineer and approved for State Highway Commission.

THE COUNTY OF TITUS, TEXAS,

By Harry Taylor, County Judge

RECOMMENDED FOR APPROVAL:

Bridge Engineer

G. A. Youngs, District Engineer

Engineer Land Service Roads

At a regular meeting of the Commissioners' Court of Titus County, Texas, held on the 10 day of August, 1953, upon motion of Commissioner Ponder, made in open court, seconded by Commissioner Roper, and unanimously carried, it is ordered by the Court that Harry Taylor, County Judge, be authorized and empowered to execute for the County, an agreement with the St. Louis Southwestern RR and the State of Texas, pertaining to the construction and maintenance of a public road on a certain portion of the property of the R.R., at or near Mile Post "C", Titus County, Texas, as per copy recorded at the foot of this order.

THE STATE OF TEXAS |

COUNTY OF TITUS |

I, J. H. Rudd, Clerk of the County Court and Ex-Officio Clerk of the Commissioners' Court of Titus County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an order of the Commissioners' Court, as had and entered of record at the August 10, 1953, meeting of the Commissioners' Court, granting to the County Judge of said County authority to execute an agreement with the St. Louis Southwestern R.R. and the State of Texas, pertaining to the construction and maintenance of a public road, on a certain portion of the R.R. Company's property at or near Mile Post "C", Titus County, Texas, as the same appears on file in this office.

To certify which, witness my hand and seal of the said Court at my office in Mt. Pleasant, Titus County, Texas, on this 10 day of August, 1953.

J. H. Rudd, Clerk of the County Court and Ex-Officio Clerk of the Commissioners' Court of Titus County, Texas.

(GR. CT. SEAL)

By Fay Barrett, Deputy.

RESOLUTION

RESOLVED, That any and all contracts between this Company and the State of Texas, or any department, agency, or political subdivision thereof, for grade separation projects, signal devices, grade crossing signs, easements, crossings, or other similar agreements affecting this Company, when executed on behalf of this Company, by its President, shall be binding upon this Company according to the terms thereof.

I, M. G. Mitchell, Secretary of St. Louis Southwestern Railway Company of Texas, do hereby certify that the above and foregoing is a true and correct copy of a resolution passed by the Board of Directors of said Company on the twelfth day of November, 1947, at a special meeting of said Board of Directors, as the same appears of record in the minutes of the meetings of the Directors of this Company.

I do further certify that the said resolution is still in full force and effect, and has not been amended, rescinded or revoked.

To certify which witness my hand and the seal of said Company on this, the 12th day of November, 1947.

M. G. Mitchell, Secretary

EXHIBIT D

-----  
There being no further business before the Court, motion was made by Commissioner Ponder and seconded by Commissioner Banks to adjourn. Motion carried.  
-----