

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

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

and the following proceedings were had, to-wit:

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 IN THE MATTER OF DESIGNATING FIRST NATIONAL BANK AS THE COUNTY DEPOSITORY FOR ALL FUNDS OF  
 TITUS COUNTY FOR THE YEARS 1957-1958;

March 22, 1957

Hon. Harry Taylor  
 County Judge, Titus County  
 Mt. Pleasant, Texas

Dear Judge Taylor:

We have approved and are enclosing the County Depository Pledge Contract executed by the  
 First National Bank, Mt. Pleasant, Texas

Your Court should now pass an order designating the bank as your County Depository, and the  
 Contract should be filed with the County Clerk for record.

With kindest personal regards, I am,

Yours very truly

Robert S. Calvert  
 Comptroller of Public Accounts

JW/mjb  
 encl.

Motion was made by Commissioner Ponder and seconded by Commissioner Banks designating  
 First National Bank, Mt. Pleasant, Texas the County Depository for all funds of Titus County  
 for the years 1957-1958. Motion carried.

COUNTY DEPOSITORY PLEDGE CONTRACT

STATE OF TEXAS

COUNTY OF TITUS

KNOW ALL MEN BY THESE PRESENTS:

That The First National Bank, Mt. Pleasant, of Titus County, Texas, does hereby

pledge and deposit the following securities with the Commissioners' Court of Titus County, in the amount of Ninety thousand and no/100 -----Dollars, upon the terms and conditions and for the purposes hereinafter set forth:

SECURITIES	AMOUNT
U.S. 2 1/4% Treasury Bond of 1967-72 nos. 19265E/19268J, 31494D/31496F, 32771A, 32772B @ 10 M ea.	\$90,000.00
Total	\$90,000.00

Signed, sealed and dated this the 19th day of February, A. D. 1957.

The conditions of the above contract are such that, whereas, the above bounden pledgor The First National Bank was on the 11th day of February, A. D. 1957, duly and legally chosen by the Commissioners' Court of Titus County, Texas, as County Depository for said county for a period of two years ending sixty days from the time fixed by law for the next selection of a depository, upon its bidding and agreeing to pay the County of Titus interest on "time deposits" on daily balances kept in said depository of said County of Titus at the rate of -3- per cent per annum, said interest payable monthly.

NOW, THEREFORE, if the above bounden pledgor The First National Bank, Mt. Pleasant, Texas shall faithfully do and perform all the duties and obligations devolving on it by law on the county depository of Titus County, and shall upon presentation pay checks drawn on it by the county treasurer of Titus County, Texas; on "demand deposits" accounts in such depository; and all checks drawn upon any "time deposit" account upon presentation, after the expiration of the period of notice required in the case of "time deposits," and shall faithfully keep said county funds, and account for same according to law, and shall faithfully keep and account for all funds belonging to the county which are deposited with it under the requirements of Article 2547, Vernon's annotated Revised Civil Statutes, and shall include State funds collected by the Tax collector, and shall pay the interest at the time and at the rate hereinbefore stipulated on "time deposits"; and shall, at the expiration of the term for which it has been chosen, turn over to its successor all the funds, property, and other things of value, coming into its hands as depository, then and in that event this contract is to be and become null and void and the securities above shall be returned to the pledgor otherwise to remain in full force and effect, hereby specially authorizing the Commissioners' Court of Titus County, Texas, to sell at public or private sale, with or without notice to the pledgor, the securities, or any part thereof, and apply the proceeds of sale to the satisfaction of any indebtedness arising by virtue of the violation of any or all the conditions of this contract.

The above provision is given in addition to any remedy the pledges may have in any suit brought on this contract in any court in this State.

The above provision is given in addition to any remedy the pledgee may have in any suit brought on this contract in any court in this State.

Any suit arising out of or in any way connected with this contract, shall be tried in the County of Titus and State of Texas in any Court therein having jurisdiction of the subject matter thereof.

IN WITNESS of all which we have hereunto set our hands and the said First National Bank, Mt. Pleasant, Texas has caused these presents to be signed with its name and by its president and attested and sealed with its corporate seal the day and year first above written.

The First National Bank, Mt. Pleasant, Texas

(Seal)

By W. L. Means, President, as Principal

STATE OF TEXAS †  
COUNTY OF TITUS †

Before Me, a Notary Public, on this day personally appeared W. L. Means President of The First National Bank, Mt. Pleasant, Texas known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the First National Bank, Mt. Pleasant, Texas a corporation, for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of February, A. D. 1957.

(SEAL) Estelle Irvin, Notary Public in and for Titus County, Texas.

APPROVED IN OPEN COMMISSIONERS' COURT February 25, 1957, Harry Taylor, County Judge, Titus County, Texas.

Filed: March 25, 1957, J. H. Rudd, County Clerk, Titus County.

Approved: March 21, 1957, State Comptroller.

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RESOLUTION

BE IT REMEMBERED, That the Commissioners Court of Titus County, Texas, at a Meeting, assembled at its usual meeting place in Mt. Pleasant, Titus County, Texas on the 11th day of March 1957, a quorum being present: On motion of Mr. Mankins, seconded by Mr. Banks, adopted the following Resolution:

WHEREAS, Public Law 780-83rd Congress, 2nd Session, Approved September 3, 1954 as amended by Public Law 216-84th Congress, 1st Session, approved 3 August 1955, authorized inter Alia, Channel Improvement and Levee Construction of Sulphur River and its tributaries in the State of Texas substantially in Accordance with Construction plans recommended in the report of the chief of Engineers in House Document No. 488, 83rd Congress, 2nd Session; and

WHEREAS, the said Acts of Congress Require that Local interests:

- A. Provide without cost to the United States all lands, Easements, and Rights-of-way, and make Alterations and Relocations of Highways and Related Facilities, and Utilities Except Railroads, Necessary for the Construction;
- B. Hold and save the United States free from damages due to the construction; and
- C. Maintain and operate all works after completion, and preserve Channel Capacities by Preventing Encroachment, in Accordance with Regulations Prescribed by the Secretary of the Army.

WHEREAS, the Channel Improvement and Levee Construction on Sulphur River in The State of Texas in the County of Titus will be undertaken by the United States in Accordance with Plans and Specifications prepared by the Corps of Engineers, New Orleans District; and

WHEREAS, a portion of the proposed improvement is within the Territorial Jurisdiction of United States and the County of Titus, is a local agency lawfully empowered to furnish the required assurances of local cooperation and to fulfill its commitments, subject to the approval of the Commissioner of the General Land Office of the State of Texas; and

WHEREAS, the proposed works will be of Great Benefit to the State of Texas, the County of Titus, other local interests, and property owners in this section of the State.

Now, therefore, be it Resolved by the Commissioner's Court of Titus County, Texas, the duly qualified and lawful officers of said County, for and in consideration of the benefits expected from the proposed improvements that subject to the Approval of the Commissioner of the General Land Office of the State of Texas that the said Commissioner's Court of Titus County has and does by these presents assure the Secretary of the Army of the United States that the said of Titus County, Texas, will for that portion of the Project within its territorial Area:

A. Provide without cost to the United States all lands, easements, and Rights-Of-Way, and make alterations and Relocations of Highways and Related Facilities, and Utilites except Railroads, necessary for the construction;

B. Hold and save the United States free from damages due to the construction; and

C. Maintain and operate all works after completion, and preserve Channel Capacities by preventing Encroachment, in accordance with regulations prescribed by the Secretary of the Army.

BE IT FURTHER RESOLVED, that \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_ County, Texas, be and he is hereby authorized, Empowered and directed to execute an Act or Acts, or other instruments wherein the facts set out in the preamble hereof shall be submitted and the assurances as aforesaid are furnished to the Secretary of the Army of the United States and to take any and all proper steps and do any and all acts that may be necessary or proper relative to furnishing the said assurances.

BE IT FURTHER RESOLVED, that the \_\_\_\_\_ of the said \_\_\_\_\_ be and he is further authorized, empowered and directed to acquire for and in the name of said \_\_\_\_\_ of \_\_\_\_\_ County, Texas, all required, lands easements and Rights-Of-Way, execute all instruments and to do and perform all other acts legally required to make them available, and to grant permission of entry thereon to the United States for the purpose of carrying out the improvement.

BE IT FURTHER RESOLVED, that any resolution of resolutions in conflict herewith be and the same are hereby repealed.

Adopted 3/11/57

Commissioners Court of Titus County, Texas

By: Harry Taylor  
Judge

Filed for record April 15th, 1957 and recorded the 15th day of April, 1957.

The above and foregoing minutes were read and approved this the 30th day of March, 1957.

Harry Taylor  
Harry Taylor, County Judge, Titus Co. Texas

ATTEST:

J. H. Ridd  
J. H. Ridd, County Clerk, Titus Co. Texas