# NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF TITUS COUNTY, TEXAS

Notice is hereby given that a Special Meeting of the Commissioners' Court of Titus County, Texas, will be held on the 29th day of October, 2007, at 3:00 P.M., in the Titus County Courthouse, County Courtroom, 100 West First Street, Suite 205, Mt Pleasant TX 75455, at which time the following subject will be discussed not necessarily in the order presented.

- 1. Consider and possibly approve moving Veterans' Day Holiday from November 9, 2007 to November 12, 2007
- 2. Consider and possibly approve moving Commissioners' Court from November 12, 2007 to November 13, 2007
- 3. Consider and possibly approve moving bid opening dates for purchase of new backhoe from November 12, 2007 to November 13, 2007 at 9:00 a.m.
- 4. Consider and possibly approve purchase of Witt property adjoining Annex
- 5. Consider and possibly approve amending action taken on October 22, 2007 regarding nominations for the Board of Directors for the Titus County Appraisal District

**ADJOURN** 

Commissioners' Court of Titus County, Texas

County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the Commissioners' Court of Titus County, Texas, is a true and correct copy of said Notice, and that I posted a true and correct copy of said Notice on the bulletin board and doors of the Titus County Courthouse and Annex, places readily accessible to the general public at all times, prior to 3:00 P.M., on the 26th day of October, 2007, and remained so posted for at least 72 hours preceding the scheduled time of said meeting.

County Clerk / Deputy County Clerk

# COMMISSIONERS' COURT OF TITUS COUNTY, TEXAS SPECIAL MEETING OCTOBER 29, 2007

### **PUBLIC OFFICIALS AND PUBLIC ATTENDING:**

Sam W. Russell, County Judge
Mike Fields, Commissioner Precinct 2
Thomas Hockaday, Commissioner Precinct 4
Carl Johnson, County Auditor
Ashley Tompkins
Norma Narramore
Paul Lindsey
Herb Perilloux

Bob Fitch, Commissioner Precinct 1
Phillip Hinton, Commissioner Precinct 3
Teresa Price, County Clerk
Joyce Simpson, Assistant to County Judge
Claude Alexander
Jake Narramore
Liz Hobbs

Judge Sam Russell called the Special Meeting to order at 3:00 p.m. on October 29, 2007 noting that for the record, notices were posted for the appropriate amount of time at places readily accessible to the general public at all times and remained posted for at least 72 hours preceding the scheduled time of said meeting.

# 1. Consider and possible approve moving Veterans' Day Holiday from November 9, 2007 to November 12, 2007

Judge Russell stated that he did not know why the holiday had been scheduled for Friday, November 9, 2007 but that all other businesses, including banks and the post office, were scheduled to be off on Monday, November 12, 2007. Motion was made by Commissioner Bob Fitch and seconded by Commissioner Phillip Hinton to move Veterans' Day Holiday from November 9, 2007 to November 12, 2007. Motion carried unanimously.

# 2. Consider and possibly approve moving Commissioners' Court from November 12, 2007 to November 13, 2007

Since the holiday was changed to fall on Monday, the regular scheduled meeting will have to be moved from Monday to Tuesday. Motion was made by Commissioner Phillip Hinton and seconded by Commissioner Bob Fitch to approve moving Commissioners' Court from November 12, 2007 to November 13, 2007. Motion carried unanimously.

# 3. Consider and possibly approve moving bid opening dates for purchase of new backhoe from November 12, 2007 to November 13, 2007 at 9:00 a.m.

The bids for purchase of a new backhoe are scheduled to be opened on November 12, 2007 but since the date for Commissioners' Court has been changed to Tuesday, November 13, 2007 the date for opening the bids will have to be changed. Motion was made by Commissioner Phillip Hinton and seconded by Commissioner Mike Fields to approve moving bid dates for purchase of new backhoe from November 12, 2007 to November 13, 2007 at 9:00 a.m. Motion carried unanimously.

# 4. Consider and possibly approve purchase of Witt property adjoining Annex.

Judge Russell informed the court that a contract had been submitted by Dr. Bradley Witt on behalf of him and his brother, James Witt, in the amount of \$170,000 for purchase of the property adjoining the Annex and thinks this would be a wise purchase. Motion was made by Commissioner Thomas Hockaday and seconded by Commissioner Bob Fitch to move forward with the purchase of the Witt property adjoining the Annex and give the authority to sign all paper work to Judge Sam W. Russell. Motion carried unanimously.

# 5. Consider and possibly approve amending action taken on October 22, 2007 regarding nominations for the Board of Directors for the Titus County Appraisal District

We were under the impression that no one else had made a motion to nominate anyone for the Board of Directors for the Titus County Appraisal District. We have since found out that the school board had a special meeting and made the required nominations. No action taken.

## Adjourn

Motion was made by Commissioner Thomas Hockaday and seconded by Commissioner Phillip Hinton to adjourn. Motion carried unanimously.

# Titus County meets Monday

Monday, Oct. 29, at 3 p.m. in the county court court court bouse.

The agenda includer

•Consider and possibly approve moving Veterans' Day holiday from Nov. 9 to Nov. 12;

•Consider and possibly approve angleing commissioners' court from Nov. 12 to Nov. 13:

approve moving bid opening dates for purchase of new backhoe from Nov. 12 to Nov. 13 at 9 a.m.;

•Consider and possibly approve purchase of Witt property adjoining the pourthouse annex;

• Consider and possibly approve amending action taken on Oct. 22 regarding meminations for the board of directors for the Titus County Appraisal District.

# Juesday, October 30, 2007

# County Commissioners buy building

By ASHLEY TOMPKINS **Tribune City Editor** 

Planning for future growth, Titus County Commissioners on Months unanimously apand purchasing a buildcontaining several offices ecent to the courthouse x for \$170,000.

The property - which ines Star Hair Co., offices The Titus County Demode League, an insurance pany and income tax office - is owned by Dr. Bradley Witt and his brother. James Witt.

"I think that would be a wise purchase for the county," Titus County Judge Sam Russell said.

Russell said Dr. Bradley Witt submitted a contract to the county with an asking price of \$170,000. The judge said the county will honor any lease agreements currently in place for the existing businesses.

Hopefully we will close as the end of the year," Russell said. "It's a possibility we could renew those lease contracts, depending on when

they expire and when we likely pay for the pushase need the space."

The county will use the

new 7,200 square feet of space to expand offices in the annex and for storage. Russell said the county could use some of the space now



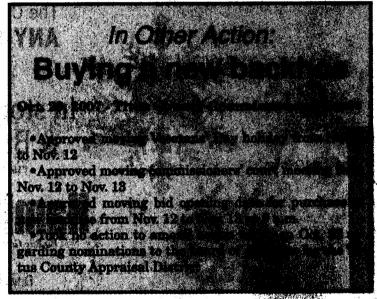
for storage purposes.

The county will more than

from general revenue funds, although the judge would not rule out borrowing the money.

He also said the county should look at including the new building in its roof replacement and repair project.

"I know the roof on all those buildings probably need some work. At some point, we'll probably want to amend our roofing contract to include those buildings," Russell said.



# CONTRACT OF SALE

THE STATE OF TEXAS

COUNTY OF TITUS

This Contract of Sale is entered into by and between JAMES H. WITT and wife, LENA WITT, and BRADLEY M. WITT and wife, NANCY G. WITT, hereinafter referred to as "Seller", and TITUS COUNTY, TEXAS, acting by and through its County Judge and Commissioners' Court, hereinafter referred to as "Purchaser" (whether one or more), upon the following terms and conditions set forth herein.

#### ARTICLE I.

## PURCHASE AND SALE

Seller hereby sells and agrees to convey, and Purchaser pereby purchases and agrees to pay for all that certain property and improvements described in Exhibit "A", attached hereto and made a part hereof by reference for all purposes.

## ARTICLE IL

# PURCHASE PRICE

The purchase price for said property shail be the sum of ONE HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$170,000 00) payable in cash at closing.

## ARTICLE III.

## PURCHASER & SELLER & OBLIGATIONS

The obligations of Seller hereunder to consummate the transactions contemplated hereby are subject to satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing):

- (a) Within thirty (30) days after the date hereof, Seller shall have caused the title company to issue a preliminary title report, accompanied by copies of all recorded documents relating to essements, rights-of-way, etc., affecting the described property. Purchaser will give Seller written notice on or before the expiration of ten (10) days after they receive the title report that the condition of title as set out in such title binder is or is not satisfactory; and in the event Purchaser states that the condition is not satisfactory, then Seller will promptly undertake to eliminate or modify all such unacceptable matters to the reasonable satisfaction of Purchaser. In the event Seller is unable to do so within ten (10) days after receipt of written notice, this agreement shall thereupon be null and void and for all purposes, and any escrow deposits shall be forthwith returned to Purchaser; otherwise, said condition shall be deemed to be acceptable, and any objections thereto shall be deemed to have been waived for all purposes.
- (b) Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required herein to be performed, observed and complied with by it prior to or as of the closing.

- (c) Within fifteen (15) days after the Effective Date, Seller shall at Purchaser's expense, if required by Purchaser, deliver or cause to be delivered to Purchaser a copy of a current on-the-ground perimeter survey (the "Survey") of the described property prepared by a Registered Professional Land Surveyor reasonably acceptable to The Survey shall be in a form acceptable to the Purchaser. Purchaser and to the Title Company, and in an acceptable form in order to allow the Title Company to delete the survey exception (except as to "shortages in area") from the Title Policy, as defined hereinafter, to be issued by the Title Company. The Survey shall show the location of all improvements, encroachments, protrusions, building lines, fences, streets, rights-of-way, easements and pavements on or adjacent to the described property, with all easements and rights-of-way referenced to their recording information, and all flood prone areas on the described property, if any, as defined by the Federal Emergency Management Agency or other governmental authority as being a 100-year flood plain. At Closing, Survey shall be used in the warranty deed and any other documents requiring a legal description of the described property.
- Of the Survey, Title Commitment and Fitle Documents to review same and to deliver in writing to Seller such objections as Purchaser may have to anything contained in them. Any such items to which Purchaser shall not object shall be deemed a "Permitted Exception". Those items that the Title Company identified as to be cleared at closing shall be deemed objections by Purchaser as of receipt. Purchaser's failure to object within the time provided shall be a waiver of the right to object. If there are objections by Purchaser, or a third party lender Seller shall, in good faith, attempt to satisfy such objections within ten (10) days following Purchaser's patification of such objection. If Seller delivers written notice to Parchaser within ten (10) days following Purchaser's patification of such objection that Seller is unable to satisfy such objections, or if for any reason Seller is unable to convey title in accordance with Article V. below, Purchaser may either waive such objections and accept title as Seller is able to convey or terminate this Contract by written notice to Seller. Zoning ordinances and the lien for current taxes shall be deemed to be Permitted Exceptions.
  - by Buyer, licensed by TREC, or otherwise permitted by law to make such inspections. Seller shall permit access to the Property at reasonable times for inspection, repairs and treatment, including for wood destroying insects, and for reinspection after repairs and treatment have been completed. Seller shall pay for turning on utilities for inspection and reinspection.

# ARTICLE IV.

# REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants (which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date) as follows:

(a) There is no pending or threatened condemnation, or similar proceeding or assessment affecting the described property, or any part thereof, nor to the best knowledge and belief of Sellers is any

- such proceeding or assessment contemplated by any governmental authority.
- (b) Seller has complied with all applicable statutes, laws, ordinances, regulations, rules, and regulations relating to the described property, or any part thereof.
- (c) The described property has full and free access to and from public highways, streets, or roads; and to the best knowledge and belief of Seller, there is no pending or threatened governmental proceeding which would impair or result in the termination of such access.
- (d) No hazardous materials are located on the described property, and neither Seller, nor to Sellers knowledge, any other person has ever caused or permitted any hazardous materials to be placed, held, located or disposed of on, under or at the described property or any part thereof.
- (e) No part of the described property is being used or, to the knowledge of Seller, has been used at any previous time for the disposal, storage, treatment, processing or other handling of hazardous materials, nor is any part of the described property affected by an hazardous materials contamination.
- (f) No investigation, administrative order consent order and agreement, litigation or settlement with respect to hazardous materials or hazardous materials contamination is proposed, threatened, anticipated, or is in existence with respect to the described property. The described property is not currently on, and to Sellerts knowledge, after diligent investigation and inquiry, has never been on, any federal or state "Superfund" or "Superlien" list.
- Under this Article, "Governmental Requirements" shall mean all laws, ordinances, rules and regulations of any governmental authority applicable to seller on the described property. Hazardous materials shall mean (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et set.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act 1980 (42 U.S.C. Section 9601 et seq.) ("CERCLA"), as amended from time to time, and regulations of the Texas Natural Resource Conservation Commission; (d) asbestos; (e) polychlorinated biphenyls; (f) underground storage tanks, whether empty, filled or partially filled with any substances; (g) any substance the presence of which on the mortgaged property is prohibited by any governmental requirements; and (h) any other substance which by any governmental requirements requires special handling or notification of any federal, state or local governmental entity in its collection, storage, treatment or disposal.
- (h) There are no parties in possession of any portion of the described property as lessees, tenants at sufferance or trespassers except tenants under written leases delivered to Purchaser pursuant to this Contract.
- (i) There are no mechanic's liens or Uniform Commercial Code liens or unrecorded liens against the described property, and Seller shall not allow any such liens to be attached to the described property prior to Closing, which will not be satisfied out of the closing proceeds. All obligations of Seller arising from the ownership and

operation of the property and business operated thereon, including but not limited to, taxes, leasing commissions, salaries, contracts, and similar agreements, have been paid or will be paid prior to Closing. Except for obligations for which provisions are made herein for proration at Closing and the indebtedness taken subject to or assumed, there will be no obligations of Seller with respect to the described property outstanding at Closing.

(j) At the Closing, Seller shall deliver to Purchaser and to the Title Company an affidavit(s) from Seller and any other parties required pursuant to Section 1445 of the Internal Revenue Code and/or regulations relating thereto stating, under the penalty of perjury (a) that Seller is not a foreign person, (b) the U. S. Taxpayer identification number of Seller, and (c) such other information as may be required by regulations enacted by the Department of Treasury, in connection with Section 1445 of the Internal Revenue Code. An executed counterpart of such affidavit will be furnished to the Purchaser at Closing. If Seller is a foreign person, as defined by applicable law, or if Seller fails to deliver the above-described affidavit, then Purchaser or the Title Company shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service, together with appropriate tax forms.

ARTICLE

# CLOSING

The closing shall be held at a place acceptable to Purchaser and Seller on or before December 15, 2007, or at such time, date, and place as the parties may agree (referred to as the "closing date")

At the closing, Seller shall

Deliver to Purchaser a duly executed and acknowledged General Warranty Deed, conveying good and marketable title in fee simple to the described property, free and clear of any and all prior liens, encumbrances, conditions and assessments;

At the cosing Purchaser shall:

(a) Pay in cash at closing the amount of ONE HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$170,000.00) to Seller.

ARTICLE VI.

### PAYMENT OF TAXES, ETC.

General real estate taxes for the current year relating to the described property shall be prorated as of the closing date, and shall be adjusted in cash at closing. If the closing occurs before the tax rate is fixed for the current year, the apportionment of the taxes shall be upon the basis of the tax rate for the proceeding year, applied to the latest valuation. All special taxes or assessments to the date of closing shall be paid by Seller.

ARTICLE VII.

# PAYMENT OF CLOSING COSTS

All costs and expenses of closing in consummating the sale and purchase of the property shall be borne and paid as follows:

Seller:

Commitment for Title Insurance

Pro Rated Property Taxes

Purchaser:

All other Closing Costs

Survey, if needed

#### ARTICLE VIII.

## ESCROW DEPOSIT

In order to secure its performance under the provisions and terms of this Agreement, Purchaser has delivered the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) to GREENE TITLE & ABSTRACT COMPANY, as Escrow Agent, which sum shall be paid to Seller in the event Purchaser breaches this Agreement as hereinafter provided. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the purchase price; provided, however, that in the event Purchaser shall have given written notice that one or more of the conditions to its obligations set forth in Article III have not been met or in the opinion of Purchaser, cannot be satisfied, then the Escrow Deposit shall be forthwith returned to Purchaser.

# ARTICLE 1X.

## BREACH BY SELLER

In the event Seller fails to fully and timely perform any of its obligations hereunder, or shall fail to consummate the sale of the property for any reason except Purchaser's default, Purchaser may enforce specific performance of this Agreement or request that the escrow deposit be returned to Purchaser, or bring suit for damages against Seller.

# ARTICLE X.

### BREACH BY PURCHASER

In the event Purchaser fails to consummate the purchase of the described property, the conditions set forth in Article III having been satisfied, and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to bring suit for damages against Purchaser or receive the escribe deposit, such sum being agreed as liquidated damages for failure of Purchaser to perform the duties, liabilities, and obligations imposed by the terms and provisions of this Agreement, and Seller agrees to accept and take said cash payment as its total damages and relief, and as their sole remedy hereunder in such event.

## ARTICLE XI.

## **MISCELLANEOUS**

- (a) This contract may not be assigned without the written consent of the Seller.
- (b) Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the closing of the transactions contemplated hereby, shall survive the closing, and shall not be merged therein.
- (c) Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States Mail, postage prepaid, Certified Mail,

Return Receipt Requested, addressed to the Seller or Purchaser, as the case may be, at the addresses shown by the signatures hereto.

- (d) This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county where the described property is located.
- (e) This contract shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this contract.
- (f) In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- (g) This contract constitutes the sole and only agreement between the parties, and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.
- (h) Words of any gender which are used in this contract shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, and vice-versa, unless the context requires otherwise.
- (i) The parties agree that there are no agreements to sell which have been entered into with any real estate broker or agent, and no commission is due or payable from the consummation of this sale to any such agent or broker. Any commissions which may become due and payable shall be the responsibility of the Purchaser.
- (j) Purchaser is advised to have an Abstract covering the described property examined by an attorney of Purchaser's selection, or Purchaser should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be proportly reviewed by an attorney of Purchaser's choice due to the limitations on Purchaser's right to object.
- (k) It the described property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 50 of the Texas Water Code requires Seller to deliver and Purchaser to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (1) Purchaser is advised that the presence of wetlands, toxic substances including lead-base paint or asbestos and wastes or other environmental hazards or the presence of a threatened or endangered species or its habitat may affect Purchaser's intended use of the Property.
- (m) Purchaser agrees that they are purchasing the property and improvements shown on Exhibit "A" "AS IS" and as such, there shall be no express or implied warranty of habitability, merchantability or fitness for any particular purpose. Purchaser has inspected the property and accepts the property as is.

EXECUTED	IN	DUPLICATE	ORIGINALS	on	this	the		day	of		2007
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SELLER:	
James H. Witt	Bradley M. Witt
Lena Witt	Nancy G. Witt
Address:	Address:
PURCHASER:	
TITUS COUNTY, TEXAS,	
By: Sam Russell, County Judge	
Address: 100 W. ISE STREET MT. PLEASANT TX 15455	
.al Ma	TO PEACY  ABSTRACT  AND MASSIVE  TITUE MASSIVE  TITUE MASSIVE  TITUE  MANUAL  MANUAL

## EXHIBIT "A"

Being all of Lot 4, Block 17, City of Mount Pleasant, Titus County, Texas. It is the intent of Seller to sell all its interest in and to Block 17, Addition to the City of Mount Pleasant, Texas.



Prop ID: 10535

Owner: WITT JAMES H

Legal:

LOT 4-B BLOCK 17 W 1ST @ MADISON

	Property	<u> Improveme</u>	ents Lan	d Roll Hist	ory Deed	History Tax Due	Summary
ID	Type Description	Acres	SqFt	Eff Front	Eff Depth	Market Value	Prod. Value
1	COM COMMERCIAL	0.0964	4200	35'	120'	\$12,250	\$0 \$0

[Property] [Improvements] [Land] [Roll History] [Deed History] [Tax Due] [Summary] [Search] [Home]
This Data is for Titus CAD(Live) Questions Please Call (903) 572-7939

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System Requirements: Microsoft Internet Explorer 5.0 Or Higher. Sketches Require Microsoft Java Virtual Machine Enabled.

**Prop ID:** 10533

Owner:

WITT BRADLEY M

Legal:

N/2 OF LOT 4-A BLOCK 17 W 1ST @ MADISON

	(Property)	Improveme	ents Land	Roll Hist	ory Deed I	listory Tax Due	Summary
ID	Type Description	Acres	SqFt		Eff Depth	Market Value	Prod. Value
1	COM COMMERCIAL	0.0344	1500	25'	60'	\$8,750	\$0

[Property] [Improvements] [Land] [Roll History] [Deed History] [Tax Due] [Summary] [Search] [Home]
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System Requirements: Microsoft Internet Explorer 5.0 Or Higher. Sketches Require Microsoft Java Virtual Machine Enabled.

Prop ID: Owner:

10534 WITT BRADLEY M & JAMES

Legal

S/2 OF LOT 4 -A BLK 17 ORIGINAL TOWN 101 SOUTH MADISON

	(Property)	Improveme	ents Land	I Roll Hist	ory Deed I	History Tax Due	Summary		
ID	Type Description	Acres	SqFt	Eff Front	Eff Depth	Market Value	-AV		
1	COM COMMERCIAL	0.0344	1500		-	Harket Value	Prod. Value		
***************************************		0.0344	1500	60'	25'	\$21,000	\$0		

[Property] [Improvements] [Land] [Roll History] [Deed History] [Tax Due] [Summary] [Search] [Home]
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Prop ID: 10532

Owner:

TITUS COUNTY

LOTS 1, 2,3,5 ,6,7A,7B & 7E BLOCK 17 109 WEST 1ST STREET

	_	<u>[Prope</u>	rty Improvemer	nts Lan	Roll Hist	ory Deed	History Tax Due	Summary
ID		e Description	Acres	SqFt		Eff Depth	Market Value	Prod. Value
1	UL	UL	0.4959	21600	180'	120'	\$63,000	\$0
2	UL	UL	0.4504	19620	163.5'	120'	\$57,225	\$0

[Property] [Improvements] [Land] [Roll History] [Deed History] [Tax Due] [Summary] [Search] [Home] This Data is for Titus CAD(Live) Questions Please Call (903) 572-7939

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