Museum for Titus County Revisited

Presented by Pam Hill, Chairman Museum committee Titus County Historical Preservation Society

Judge Lee and Commissioners:

The study committee appointed by Judge Lee met on Wednesday, June 5, to discuss The Titus County Historical Preservation Society's proposal for the county to reconsider the acquisition of the "Old Post Office/Library". The concern of funding was raised. After further discussion by TCHPS museum committee and a survey of persons in our community and research on the feasibility of starting a museum we believe:

We will have adequate support for funding through individual contributions and also state and national grants that are available.

Because it is our understanding that the city is willing to negotiate a transfer of the building to the county, this is our one time chance to acquire the building for a museum of local history and cultural education and events. We will be dedicated to telling the story of our community's unique history that includes all cultures. This may be our one and only chance to acquire and use this building to tell the story of Titus County.

We believe that the museum at the city library is a wonderful interactive museum that gives an overview of the history of Titus County however it does not reflect our history in depth. We want to preserve the history of all the communities in Titus County: Adams Chapel, Argo, Blundell, Blodgett, Lone Star, Nevil's Chapel, Ripley, Cookville, Cooper's Chapel, Chapel Hill, Winfield, Harts Bluff, Sugar Hill, Old Union, Cason, Piney, Greenhill, Gladewater, Bridges Chapel, Grayrock, Ft. Sherman, Mt. Pleasant and Talco. We want to tell the stories of our Caddo Indian heritage so that they will be preserved for the future. We want to tell the story of Ft. Sherman, Ben Bickerstaff a notorious outlaw, the hotel and springs at Delwood Park.

The State Historical Commission provides free services to help in starting, planning and organizing a museum. We hope that with their help and your support that our museum will be a place to showcase our local history, provide a place for cultural traditions and events and preserve our communities' unique heritage. All community members: adults, seniors, students, home schoolers and others will have a place to visit and learn and make a difference in our community by keeping memories alive.

The funding amount will be approximately \$20,000 a year. This includes \$10,700 for electricity and gas, \$2,000 for water, and \$6,000 from insurance from a private provider.

So in closing, we are asking the county to negotiate a transfer of ownership of the Old Post Office/Library from the city of Mt. Pleasant to Titus County to be used as a museum and cultural education and events center. We are also requesting funding for this project for a reasonable amount of time until the museum is self-operational.

Thank you for your time and consideration.

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RESTRICTIVE COVENANTS APPLICABLE TO THE FORMER CITY OF MOUNT PLEASANT, TEXAS PUBLIC LIBRARY

The CITY OF MOUNT PLEASANT, TEXAS, being the owner of the 0.3836 acre tract situated in the County of Titus, State of Texas, being a part of the Berry Merchant Survey and being Lots 1, 2, and part of 3 in Block No. 7 of the City of Mount Pleasant, Texas, ("Property"), together with the structure located on such Property ("Structure"), does hereby restrict the use of said Property as hereinafter set out, which restrictions shall be binding upon the owner or any purchasers of said Property, their heirs, administrators or assigns, and said restrictions shall be covenants running with the land, to-wit:

- 1. <u>Exterior</u>. The exterior of the Structure shall remain brick. In addition, the brick existing at the time of the conveyance shall not be painted or covered with any other material.
- 2. <u>Roof</u>. The composition of the roof may be altered, but in no way shall it be changed to alter the basic façade of the Structure as it exists at the time of the conveyance.
- 3. <u>Additions</u>. No additions shall be permitted to the Structure which would increase the height of the Structure as it exists at the time of the conveyance. Distinguishing original qualities or character of the Structure and its environment shall not be destroyed. The removal or alteration of any historic material of distinctive architectural features should be avoided.
- 4. <u>Signage and Fencing</u>. Any signage or fencing erected anywhere on the Property or the Structure shall reflect the historic and architectural nature of the Structure as it exists at the time of the conveyance.
- 5. <u>Destruction of Structure</u>. The Structure shall not be demolished except with the written approval of the City of Mount Pleasant, Texas or, in the event of substantial damage incurred to the Structure. Substantial damage shall be defined by those definitions as included in the Flood Damage Prevention Ordinance, Chapter 152, Code of Ordinances, City of Mount Pleasant, Texas, as amended.

- 6. Acquiring Written Approval. Any of the foregoing restrictions requiring permission of the City of Mount Pleasant, Texas for any purpose shall mean that any owner of the Property shall first obtain written permission from the City Manager, or his designee, of the City of Mount Pleasant, Texas. If the owner shall disagree with the City Manager's disapproval of such action, the owner shall have the right to appeal such decision to the City Council of the City of Mount Pleasant, Texas, within thirty (30) days of the receipt of the decision by the City Manager.
- 7. <u>Duration of Restrictions</u>. All of the foregoing restrictions shall be construed as covenants running with the land and shall be in effect for a period of ten (10) years from the date of conveyance. The City of Mount Pleasant, Texas may, by ordinance, at its option, extend these restrictions for an additional ten (10) years at the expiration of the initial term.
- 8. <u>Enforcement</u>. A violation of any of the foregoing covenants and restrictions shall not cause a forfeiture or reversion of title. However, it is to be expressly understood and agreed that in the event any person or persons shall violate or attempt to violate any of the restrictions or covenants as herein provided, then it shall be lawful for the City of Mount Pleasant, Texas to prosecute any proceedings at law or in equity, against the person or persons violating or attempting to violate any of said restrictions or covenants, and to be entitled to an injunction therefrom, and to recover damages or other dues for such violation or attempted violations. However, any action taken concerning any violation or attempt to violate any of said restrictions or covenants, as herein provided, shall not operate or defeat or affect any liens which have been placed on such lot or tract, nor shall it be necessary that such lienholder be a party to any suit or proceedings.