

THE STATE OF TEXAS

JULY 1, 1958

COUNTY OF JOHNSON

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas, the following members were present: H. G. Littlefair, County Judge; W.M. Coward, Commissioner Precinct No.1; S. W. Evans, Commissioner Precinct No.2; Jimmie L. Walters, Commissioner, Precinct No. 3; M. W. Roland, Commissioner, Precinct No. 4; Louis B. Lee, County Clerk and J. T. Epperson, Jr., County Auditor.

A motion was made by Commissioner Walters and seconded by Commissioner Evans, that all proper & duly approved bills against Johnson County be allowed and ordered paid.

All voted aye

A motion was made by Commissioner Coward and Seconded by Commissioner Evans that the following order be approved.

All voted aye

THE STATE OF TEXAS

COUNTY OF JOHNSON

We, the Commissioners Court of Johnson County, Texas, duly assembled in a regular meeting on this the 1st day of July, 1958, hereby consent to the appointment of J. N. Bauldwin of Cleburne, Johnson County, Texas, a duly licensed attorney of the State of Texas, and a member of the State Bar of Texas, as Assistant County Attorney of Johnson County, Texas, to serve without pay or emolument, and hereby direct the County Clerk of Johnson County, Texas, to administer the oath of office to the said J. N. Bauldwin, which oath and this appointment shall be recorded and deposited in the office of the said County Clerk of Johnson County, Texas.

WITNESS our hands at Cleburne, Texas, this 1st day of July, 1958.

W. M. Coward

J. L. Walters

S. W. Evans

M. W. Roland

H. G. Littlefair

THE STATE OF TEXAS ()

COUNTY OF JOHNSON ()

I, J. N. Bauldwin, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Assistant County Attorney of Johnson County of the State of Texas, and will to the best of my ability, preserve, protect,

and defend the Constitution and laws of the United States and of this State;
and I furthermore solemnly swear (or affirm) that I have not directly nor
indirectly paid, offered, or promised to pay, contributed, nor promised to
contribute any money, or valuable thing, or promised any public office or
employment, as a reward for the giving or withholding a vote at the election t
which I was elected.

So held me God.

J. N. Bauldwin

Sworn to and subscribed before me by the said J. N. Bauldwin this 1st day
of July, 1958.

(SEAL) Louis B. Lee, County Clerk of
Johnson County, Texas

A motion was made by Commissioner Roland and seconded by Commissioner
Coward that the County Judge be authorized to sign all instruments incident to
the enlarging and remodeling of the Johnson County Memorial Hospital wherein a
Grant-in-aid has been approved by the State Board of Health.

All voted aye

A motion was made by Commissioner Coward and seconded by Commissioner
Walters that Johnson County Commissioners Court enter a contract with M. M.
Moseley, Architect, for the enlarging and re-modeling of the Johnson County
Memorial Hospital.

All voted aye

A motion was made by Commissioner Walters and seconded by Commissioner
Roland that Mrs. Claudia Chapman be employed as Home Demonstration Agent for
Johnson County effective June 25th, 1958. Salary to be paid by the County,
\$116.66 per month plus \$50.00 expense allowed.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner
Coward that Clifford E. Recer be appointed, County Surveyor effective July 1st,
1958, through December 31st, 1958, upon proper bond in the amount of \$1000.00
being submitted and approved by Commissioners Court.

All voted aye

ORDER AUTHORIZING EXECUTION AND DELIVERY OF SECOND INSTALLMENT OF "JOHNSON
COUNTY, TEXAS, COURTHOUSE IMPROVEMENTS WARRANTS", DATED March 15, 1958

THE STATE OF TEXAS ()

COUNTY OF JOHNSON ()

ON THIS, the 1st day of July, 1958, the Commissioners' Court of Johnson County, Texas, convened in called session at the regular meeting place thereof in the Courthouse at Cleburne, Texas, with the following members present and in attendance, to-wit:

H. G. Littlefair, County Judge, Presiding; and

W. M. Coward, Commissioner, Precinct No. 1;

S. W. Evans, Commissioner, Precinct No. 2;

Jimmie L. Walters, Commissioner, Precinct No. 3;

M. W. Roland, Commissioner, Precinct No. 4

and among other proceedings had by said Court were the following:

Commissioner Roland introduced an order and moved its adoption by the Court. The motion was seconded by Commissioner Coward and prevailed by the following vote: Commissioners Coward Evans, Walters and Roland vote "AYE": and none voting "NO".

The ORDER is as follows:

WHEREAS, by order of this Court passed and adopted on the 12th day of March, 1958, recorded in Volume 14, page 381, et seq., of the Minutes of said court "Johnson County, Texas Courthouse Improvement Warrants", dated March 15, 1958, were duly authorized, said warrants being numbered consecutively form 1 to 49, both inclusive, all in denomination of \$1,000, aggregating the principal sum of \$49,000, all of said warrants bearing interest at the rate of 4 ½% per annum, payable on March 15, 1959, and semi-annually thereafter on September 15 and March 15 in each year, the principal thereof maturing on March 15th, in each of the years as follows:

\$5,000 1960 to 1968, both inclusive, and \$4,000 1969, both principal and interest being payable at TEXAS NATIONAL BANK OF HOUSTON, Houston, Texas; and

WHEREAS, under the terms of the aforesaid order of March 12, 1958, all of said warrants were to be made payable to A. H. Stuart, Cleburne, Texas, or bearer, and were issued to evidence the indebtedness due said contractor for furnishing all materials and performing all work required in the construction of permanent improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas, in accordance with plans and specifications therefor, under contract dated March 12, 1958, between said contractor and Johnson County,

Texas, said order of March 12, 1958, being hereby adopted by this reference and incorporated herein and made a part hereof for all purposes; and

WHEREAS, in accordance with the contract and order of this Court hereinabove mentioned, such work was promptly commenced after the execution of the contract and the same has been continuously prosecuted; and

WHEREAS, heretofore, to-wit: on the 12th day of May, 1958, by order duly passed and adopted, the Commissioners' Court of Johnson County, Texas, authorized the execution and delivery of \$24,000 of said warrants in payment of Estimate No. 1 of A. H. Stuart, Contractor; and

WHEREAS, there has been presented to this Court by said A. H. Stuart, Contractor, Estimate No. 2 pertaining to the aforesaid contract of March 12, 1958, covering certain labor and materials heretofore furnished Johnson County sunder such contract, said estimate aggregating the sum of \$18,000, and such estimate being in words and figures as follows, to-wit:

A. H. Stuart

P.O. Box 61

Cleburne, Texas

June 19, 1958

506 Williams Avenue

Estimate No. 2

TO: Johnson County Commissioners' Court

Johnson County Court House

Cleburne, Texas

A. H. Stuart, Contractor

This estimate as per contract and agreement amounting to EIGHTEEN THOUSAND DOLLARS (\$18,000.00)

Amount of Contract	\$49,143.00
Amount Previously Paid (Estimate No. 1)	<u>24,000.00</u>
Balance	\$25,143.00
Amount due this certificate	18,000.00
(Otis Elevator Co. \$14,737.80)	
(Construction <u>3,262.20</u>)	
Balance due	\$ 7,143.00

APPROVED:

R. L. Lindsey, Engineer

A. H. Stuart, Contractor

APPROVED:

H. G. Littlefair, County Judge

Johnson County, Texas

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

SECTION 1: That the foregoing Estimate No. 2 of A. H. Stuart, Contractor, pertaining to the aforementioned contract dated March 12, 1958, between the County of Johnson and said Contractor, is hereby in all thing approved and allowed, it being hereby judicially and affirmatively found and determined ht the aforesaid estimate is proper and constitutes evidence of benefits duly received by Johnson County in the full amount of said and discharged by the County by the issuance, execution and delivery of "JOHNSON COUNTY, TEXAS COURTHOUSE IMPROVEMENT WARRANTS", dated March 15, 1958, represented by Warrants Numbers 25 to 42, both inclusive, in denomination of \$1,000 each, aggregating the principal sum of \$18,000, maturing on March 15th, in each of the years as follows: \$1,000 1964; \$5,000 1965 to 1967 and \$2,000 1968.

SECTION 2: That the warrants hereinabove authorized to be executed and delivered are hereby found to be valid, subsisting obligations of Johnson County, Texas, and it is hereby specifically and affirmatively ADJUDGED AND DECREED that Johnson County, Texas, has received full value and consideration therefor, and that all things required by law in the issuance and delivery of said warrants have happened and have been performed in due time, form and manner as required by law. It is further affirmatively found that all services rendered under the contract hereinabove mentioned. And in payment of which said warrants are issued, have been examined and investigated by the Commissioners' Court of Johnson County, Texas, and have been found to be in all respects as provided for in the contract documents entered into by Johnson County, Texas, and A. H. Stuart, Contractor. This judicial ascertainment is expressly made for the use and benefit of the prospective owners and holders of said warrants, the Attorney General of the State of Texas, and any other attorney who may pass upon the validity and legality of said warrants, and the same shall be binding upon Johnson County, Texas, the Commissioners' Court of said county, and the successors in office of the County Judge and members of the Commissioners' Court of said County.

SECTION 3: IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the County Judge, County Clerk and County Treasurer of Johnson County, Texas, shall carry out the provisions of this order by causing to be executed, sealed and delivered the interest-bearing time warrants hereinabove described, to the party hereinabove mentioned, and it is specifically provided that all acts of the above mentioned officials regarding the execution and delivery of said warrants shall be prima facie evidence that the official acts have been completed in all respects in the proper manner with which to give full validity to the warrants and cause the same to create a good, sufficient and valid obligation against Johnson County, Texas.

PASSED, APPROVED AND ADOPTED, this the 1st day of July, 1958.

H. G. Littlefair, County Judge
Johnson County, Texas
W. M. Coward, Commissioner, Precinct Number 1
S. W. Evans, Commissioner, Precinct Number 2
J. L. Walters, Commissioner, Precinct Number 3
M. W. Roland, Commissioner, Precinct Number 4

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ASSIGNMENT CERTIFICATE

THE STATE OF TEXAS ()
COUNTY OF JOHNSON ()

THIS IS TO CERTIFY, that A. H. STUART, Contractor, of Cleburne, Texas, has this day sold transferred and delivered to MCCLUNG & KNICKERBOCKER, HOUSTON, TEXAS, those certain registered County warrants issued to the said A. H. Stuart by the Commissioners' Court of Johnson County, Texas, pursuant to orders duly passed by said court on the 12th day of March, 1958, and the 1st day of July, 1958, such warrants aggregating \$18,000 being Warrants Numbers 25 to 42, both inclusive in denomination of \$1,000 each, bearing interest at the rate of 4 ½% per annum, maturing on March 15th, in each of the years as follows: \$1,000 1964, \$5000 1965 to 1967 and \$2,000 1968.

THIS IS TO FURTHER CERTIFY that the said A. H. Stuart the contractor mentioned in the aforesaid orders of the Commissioners' Court of Johnson County, Texas, has received the warrants from the proper officials of Johnson County in due course, and that the said A. H. Stuart, Contractor, has received from McClung & Knickerbocker, Houston, Texas, full value and consideration for

said warrants, and each of them, as evidenced by the signature and endorsement of said A. H. Stuart, contractor, on the back of each of said warrants.

EXECUTED at Cleburne, Texas, this the 1st day of July, 1958.

A. H. Stuart, Contractor

BEFORE ME, the undersigned authority on this day personally appeared A. H. Stuart, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of July, 1958.

(SEAL) Margaret Powell, Notary Public in and for
Johnson County, Texas

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NO-LITIGATION CERTIFICATE OF DISTRICT CLERK

THE STATE OF TEXAS ()

COUNTY OF JOHNSON ()

I, the undersigned, Clerk of the District Court in and for Johnson County, Texas, DO HEREBY CERTIFY:

- 1. That NO SUITS HAVE BEEN FILED and NO SUITS ARE NOW PENDING in said Court to prevent the issuance of "JOHNSON COUNTY , TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", dated March 15, 1958, in the total principal amount of \$49,000.
- 2. That there are NO SUITS OF ANY KIND filed in said Court in any way affecting said warrants.

WITNESS MY HAND AND SEAL OF SAID COURT, this the 1 day of July, 1958.

(SEAL) Lillian Ashcraft, Clerk of the District Court
Johnson County, Texas

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Texas Highway Department CONTRACTUAL AGREEMENT
Right of Way Division FOR
Form D-15-CS-2 RIGHT OF WAY PROCUREMENT
(COUNTY FORM)

STATE OF TEXAS () COUNTY Johnson County
COUNTY OF TRAVIS () PROJECT RW-19-2-8
ACCT. NO. _____
HIGHWAY SH 171

This agreement entered into this 16th day of June, 1958, by and between the State of Texas, acting by and through the Texas Highway Department, hereinafter called the State, and Johnson County, Texas, acting by and through its duly authorized officers under Commissioners' Court order dated 12th day of May, 1958, hereinafter called the County.

WHEREAS, the state has deemed it necessary to make certain highway improvements in conjunction with Highway No. SH 171 located between 1.0 miles South of Cleburne and Hill County line, and which section of highway improvements will necessitate the acquisition of certain right of way, and

WHEREAS, it is agreed that such right of way purchase shall be by joint effort of the state and the County;

NOW, THEREFORE be it AGREED that acquisition of such right of way shall be in accordance with Highway Commission Minute Order No. 42113 dated May 13, 1957. The State hereby authorizes and requests the County to proceed with acquisition and the State agrees to reimburse the County for its share of the cost of such right of way providing such acquisition and reimbursement is accomplished according to the provisions outlined herein and agreed to by both parties hereto.

LOCATIONS SURVEYS AND PREPARATION OF RIGHT OF WAY DATA: The State, without cost to the County, will do the necessary preliminary engineering and title search in order to supply to the County the data and deed instruments required for right of way purchase.

DETERMINATION OF RIGHT OF WAY VALUES: The County agrees to make a determination of property values for each right of way parcel by methods acceptable to the County and to submit to the State's District Office a tabulation of the values so determined, signed by the appropriate County representative. Such tabulation shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken and (if a partial taking) damages, if any, or enhancements, if any, to the remainder. The tabulation shall be accompanied by an explanation to support the determined values, together with copy of information or reports used in arriving at determined values. Such work will be performed by the County at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values as determined by this

review. The State, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by State employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for State reimbursement.

If at any stage of the project development it is determined by mutual agreement between the County and the State that there should be waived the requirement that the County submit to the State property value determinations for any part or all of the required right of way, the State will make appropriate written notice to the County of such waiver, such notice to be acknowledged in writing by the County, In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement.

NEGOTIATIONS: The State will notify the County as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the County without participation by the State. The County will deliver properly executed deeds with title in the name of the State supported by an acceptable Title Insurance Policy for each right of way parcel involved. The costs incidental to such negotiation and the costs of recording of the right of way instruments will be the responsibility of the County. The cost of Title Insurance will be the responsibility of the State.

CONDEMNATION: Condemnation proceedings will be initiated at the election of the County and will be the County's responsibility at its own expense.

Eligibility for State reimbursement of values determined by such condemnation proceedings shall be subject to the conditions as hereinafter outlined under the section titled "Reimbursement".

DISPOSAL OF IMPROVEMENTS: It is agreed that the State's participation in the cost of improvements will be based upon approved values. The disposition of improvements may be in accordance with State Highway Department Administrative Order 8-57, a copy of which is attached hereto and marked Exhibit "A". In the event the improvements are not disposed of in accordance with Administrative Order 8-57, the State shall dispose of said improvements by competitive bids. Such revenue derived from the disposition of any improvements will be credited to the cost of the right of way procured.

RELOCATION OF UTILITIES: If the required right of way to be acquired for this project encroaches upon an existing utility located upon its own right of way acquired for utility purposes, the State will participate with the County in the cost of the necessary adjustment, removal or relocation of the utility. The state's participation shall be limited to the cost of making such change in the utility after deducting any resulting increase in the value of the new utility and any salvage value derived from the old utility. Such utility relocation costs will be an appropriate item of right of way cost. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" shall include publicly, privately and cooperatively owned utilities.

FENCES AND FENCING:

When right of way values are determined, damages to existing fences or the need for replacement or new fences will not be considered and included in the compensation due the property owner. This is based upon the agreement that the County will construct all fences as are required due to the right of way taking at no cost to the property owner. The state will participate in the amount 50 per cent of the cost of required fencing performed by the County on an actual cost basis less value of any salvage fencing material, and exclusive of any overhead costs of the County. The County in billing the State for fencing will attach an itemized estimate supported by a certificate to this effect. Such fencing work shall be considered an appropriate item of right of way cost.

REIMBURSEMENT: The State will reimburse the County After March 1, 1958, in an amount not to exceed 50% of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The State's reimbursement will be in the amount of 50% of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. If condemnation is necessary the participation by the State shall be based on the final judgment, conditioned that the State has been notified in writing prior to the filing of such suit and prompt notice is also given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the County as provided by other provisions of this agreement.

GENERAL: It is understood that the terms of this agreement shall apply only to right of way authorized and requested by the Texas Highway Department which is needed and not yet dedicated, in use, or previously acquired in the name of the State or County for highway, street, or road purposes.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the County.

COMMISSIONERS COURT OF	RECOMMENDED FOR APPROVAL:
JOHNSON COUNTY, TEXAS	
By H. G. Littlefair, County Judge	R. A. Bossy, District Engineer
By W. M. Coward, Commissioner, Pct.	P. C. Goode, Program Engineer
Number 1	T.N. Huff, Chief Engineer of Hwy Design
By S. W. Evans, Commissioner, Pct.	
Number 2	R. H. Christian, Right of way Engineer
By J. L. Walters, Commissioner, Pct.	
Number 3	
By M. W. Roland, Commissioner, Pct.	
Number 4	

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: D. C. Greer 6/16/68

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

There being no further business, court is hereby adjourned.

<hr/> <u>COUNTY CLERK</u>	<hr/> COUNTY JUDGE
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