

STATE OF TEXAS

COUNTY OF SABINE | ON THIS the 27th day of April, A.D. 1925, the County Commissioners Court of Sabine County, Texas was convened in Special Session, the County Judge and all of the County Commissioners and the County Clerk present, when the following order, among other proceedings had, was passed, to-wit:

WHEREAS, the Commissioners' Court of Sabine County has heretofore determined the advisability and necessity for the installation of a complete plat book system or block map for Sabine County, and,

WHEREAS, this Court has entered into contract with Harper & Harper for the installation of said plat book system or block map and the collection of delinquent taxes, penalties and interest except School Fund at the contract price of \$25,000.00 and one-half of one (1/2 of 1%) per cent of all collections of delinquent taxes, penalties and interest, except School Fund, said \$25,000.00 to be paid in and evidenced by legally issued, non-interest bearing, Sabine County Plat Book Warrants, maturing on or before March 15th 1926, as hereinafter provided; and,

WHEREAS, said contract has been duly considered and understood;

IT IS THEREFORE ORDERED That in accordance with said contract the said Harper & Harper be issued \$25,000.00 of Plat Book Warrants of Sabine County, Texas, to be denominated "SABINE COUNTY PLAT BOOK WARRANT" evidencing the contract price of said plat book system, that said warrants be issued and made payable to BEATER, numbered consecutively from one (1) to fifty (50) inclusive, in the denomination of Five Hundred (\$500.00) Dollars each. Said warrants shall be dated April 27th 1925 and shall become due and payable on or before March 15th, 1926.

SAID WARRANTS shall be non-interest bearing. Principal of said warrants shall be paid in lawful money of the United States of America at the First Nat'l Bank of Hemphill, Texas, or New York, N. Y. or the Hanover National Bank of

SAID WARRANTS shall be signed by the County Judge, countersigned by the County Clerk Registered by the County Treasurer, and the seal of the Commissioners' Court shall be

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impressed upon each of them. Said Warrants shall be in substantially the following form:

NO. _____ UNITED STATE OF AMERICA \$500.00

STATE OF TEXAS

COUNTY OF SABINE

SABINE COUNTY PLAT BOOK WARRANT

THIS IS TO CERTIFY THAT, for value received, the County of Sabine, in the State of Texas, is justly indebted and hereby obligates itself to pay to Bearer, on or before the 15th day of March, A. D. 1926, at the First Nat'l Bank of Hemphill, Texas, or Hanover National Bank of New York, N. Y. the sum of

FIVE HUNDRED DOLLARS

in lawful money of the United States of America. Upon presentation and surrender of this warrant, the Treasurer of said County is hereby authorized, ordered and directed to pay to bearer, said principal sum, payable at the bank above named. In event the sum or sums of money evidenced by this warrant shall not be paid at maturity, the same shall thereafter bear interest at the rate of six (6%) percent per annum until paid, and in default of such payment and this warrant shall be placed in the hands of an attorney for collection or suit is instituted thereon, the County of Sabine hereby promises and is obligated to pay to the holder thereof ten (10%) per cent additional as attorney's fees.

THIS WARRANT is one of a series of warrants of like date and tenor, numbered from one (1) to fifty (50) inclusive, in the denomination of Five Hundred (\$500.00) Dollars each, aggregating the sum of \$25,000.00, issued for the purpose of evidencing the indebtedness of Sabine County for the installation of a plat book system or block map of Sabine County, Texas, according to contract, under and by virtue of the Constitution and laws of the State of Texas, and pursuant to orders passed by the Commissioner's Court of Sabine County, Texas, on the 27th day of April, A. D. 1925, and duly of record.

THE DATE of this warrant, conforming to the order above mentioned, is April 27th, 1925.

AND, IT IS HEREBY CERTIFIED AND RECITED, that all acts, conditions and things required to be done precedent to and in the issuance of this warrant have been properly done, have happened and been performed in regular and due time, form and manner, as required by law, and that the total indebtedness of said County, including this Warrant, and all others of this series, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Commissioners' Court of Sabine County, Texas, has caused the seal of said Court to be hereto affixed and this warrant to be signed by the County Judge, countersigned by the County Clerk and registered by the County Treasurer, as of date last above written.

COUNTERSIGNED:

County Judge, Sabine County, Texas.

County Clerk, Sabine County, Texas.

REGISTERED this the _____ day of _____, A. D. 1925.

County Treasurer, Sabine County, Texas.

IT IS FURTHER ORDERED by the Commissioners' Court that a fund be and the same is hereby made and created and shall be set aside out of fifty (50%) per cent of the delinquent taxes, penalties and interest fund excepts School funds of Sabine County, and shall be designated "PLAT BOOK WARRANT FUND, CLASS A" which fund shall be used for the payment of said warrants at maturity, and for no other purpose; that to create said fund and to provide the necessary sinking fund to redeem said warrants at maturity, there is hereby appropriated and set aside

the entire principal sum of said warrants, aggregating \$25,000.00, said sum of money to be accumulated and set aside from collection of delinquent taxes, penalties and interest except school fund, said delinquent taxes to be collected by Harper & Harper through the County attorney, and 50% of said first collections of the delinquent taxes aforesaid shall be used solely and only for the purpose of paying said warrants, and for no other purpose, until said collection shall amount of \$25,000.00, and said collections be and the same are hereby appropriated and set aside for the purpose of paying said warrants and for no other purpose.

W.E. Davidson, County Judge

C.W. Fuller, Commr. Prec. # 1

W. J. McDaniel Commr. Prec. # 2

_____? Commr. Prec. # 3

_____ Commr. Prec. # 4

STATE OF TEXAS

COUNTY OF SABINE | WHEREAS, there are now sub-divisions of surveys of land in Sabine County, Texas, not numbered, and many others irregularly numbered so as to make it difficult to determine the actual contents and impossible to list same accurately for taxation, and many conflicting or overlapping surveys, and many other which contain excess acreage, and some surveys which contain a shortage in acreage, and some irregularly platted towns and cities;

NOW, THEREFORE, This agreement made this the 27th day of April, A.D. 1925, by and between Sabine County, Texas, acting herein by and through its County Judge and County Commissioners, hereinafter styled First Party, and Harper & Harper, a co-partnership composed of A. O. Harper and M. W. Harper, of Harris County, Texas, hereinafter styled Second Party :

W I T N E S S E T H :

I.

FIRST PARTY agrees to employ and does hereby employ Second Party to make and install a complete plat book system or block map for Sabine County, Texas, showing each and every tract, lot or parcel of land in Sabine County, Texas, with description thereof, said plat book to have each and every tract, lot or parcel of land numbered, and to show the contents in each and every tract, lot or parcel of land and the record owner of same on January 1st, 1925.

SECOND PARTY agrees to perform the above mentioned services for First Party, and to do same in a skillful manner, for and in consideration of the payments hereinafter mentioned; that they will employ all necessary skilled help on said work, and obligate themselves to furnish all labor of whatsoever kind or character necessary, and, at their own expense, to make said plat of Sabine County, Texas, showing each and every tract, lot or parcel of land situated therein, showing same properly numbered, and showing the number of acres in each and every tract, lot or parcel of land, and the record owner of same on January 1st preceding the completion of said Plat Book system, and description thereof, all of said information to be completed as aforesaid, to be copied in a book for the Tax Assessor, so that he can assess each tract by number.

THE SAID Second Party further obligates and binds themselves and associates to make said plat and to make description from the records of Sabine County, Texas, so that the records will show a proper description of said lands, but should it become necessary to make a survey of any tract or parcel, or tracts or parcels of land, that said Second

Party is to cause same to be made by a competent surveyor, and to submit or cause same to be submitted to the Commissioners' Court in order that same may be submitted in due course to the General Land Office of Texas for approval, for and in consideration of the sum of TWENTY FIVE THOUSAND (\$25,000.00) Dollars, to be paid in and evidenced by legally issued warrants against the collection of delinquent taxes, penalties and interest of the several funds of said County, said warrants payable to Bearer and due on or before twelve months after date hereof, the principal of said warrants to be payable only from the collection of delinquent taxes, penalties and interest, except School Fund fifty (50%) per cent of the first collection of said delinquent taxes so collected to be placed in a fund to be denominated PLAT BOOK WARRANT FUND, CLASS A, until the said 50% of the collection of said delinquent taxes, penalties and interest shall be sufficient to pay said warrants, and said delinquent tax collections in said amount shall be and are hereby appropriated for said purpose; and in this connection, First Party obligates itself to appropriate 50% of all delinquent County Taxes collected, except school fund, for whatever fund, to the payment of the above mentioned warrants, and transferring same to said Plat Book Fund of said County for the purpose of paying said warrants, and First Party obligates itself to pass all necessary orders for this purpose.

THE SAID Second Party further agrees and obligates themselves in the carrying out of this contract to employ help, including services of abstractors, engineers, draftsmen and typists from among the citizens of Sabine County, provided same can be had of equal experience and ability and for compensation equal to those who could be procured from other counties.

THE SECOND PARTY further agrees to designate by defference tration the boundaries of each school district in said County of Sabine and also designate and show the boundaries of each Road District, showing acreage within the boundaries of each District.

II.

FIRST PARTY agrees to employ and does hereby employ Second Party to make a complete abstract of property assessed and unknown and unrendered for purposes of taxation, and upon which taxes are delinquent, the said abstract to cover all delinquent taxes of every character from 1885 to and including February 1st, 1925, the same to include taxes assessed and delinquent for said period of time of every character subject to taxation. First Party also agrees to employ and does hereby employ Second Party and their attorney, W. M. Harris of Dallas, Texas, to collect said delinquent taxes, and said Second Party and their said Attorney are authorized to do anything and everything authorized by law in that behalf, with the assistance of the County Attorney; and for the protection of the said Second Party and their rights under this contract, and for the protection of the holder of warrants issued hereunder, it is agreed that this is authority to pursue the collection of said delinquent taxes. For said abstract, and services in the preparation of same, and for the assisting the County Attorney in the collection of said delinquent taxes, First Party agrees to pay Second Party a compensation of one-half (1/2 of 1%) of one per cent of the County delinquent taxes, penalties and interest^{so} collected, as and when collections shall have been made, said one-half of one (1/2 of 1%) per cent not to be computed, however, on the \$25,000.00 of delinquent tax collections necessary to pay warrants issued for services in the making of Plat Book System mentioned in Paragraph 1 above. Compensation mentioned in this paragraph shall be particularly for the service of preparation of abstract of property assessed or unknown and unrendered, and the collection of delinquent taxes. When said delinquent tax record has been prepared and completed by Second Party, First Party shall approve or disapprove same, and if disapproved shall set forth the objections whereto, in order that

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same may be corrected by Second Party, and if approved, it shall enter an order on the Minutes to that effect and direct that one copy thereof shall be delivered to the Tax Collector, one copy thereof to the County Clerk, and one copy thereof to the Comptroller of Public Accounts at Austin, Texas.

When said delinquent tax list shall have been prepared and approved by the Commissioners' Court of said County, said Court shall cause said delinquent tax list to be published in a newspaper published in said County, once each week for three weeks, which published list, with affidavit of the publisher specifying the time and the paper in which publication was made attached thereto, shall be made and constitute a part of the record of proceedings in said matters, certified copy of which shall be delivered to Second Party, to accompany and evidence the validity of his warrants.

III.

IT IS FURTHER AGREED That for and in consideration of the skilled services, technical knowledge, and experience of the said Second Party and their associates in the preparation of the said Flat Book System, and of the obligations devolving upon them hereunder, delivery of the warrants described in Paragraph I above shall be made to Second Party, \$3,000.00 on April 27th, to cover expenses of moving organization and purchase of permanent supplies, \$2,000.00 on May 15th, 1955, and \$2,000.00 on the 15th day of each month thereafter, save and except the last maturing \$2,000.00 of said warrants shall be retained by said County until said Flat Book System shall have been finally completed and ascertained by the Commissioners' Court, and it is further understood and agreed that said warrants shall be in the denomination of Five Hundred (\$500.00) dollars each, numbered from one (1) to fifty (50) inclusive, and bear date as of the date of this contract, and mature as aforesaid. Said warrants shall not bear interest, and the principal thereof shall be paid in lawful money of the United States of America at the First Nat'l Bank of Hemphill, Texas, or Hanover National Bank of New York, N. Y. or other place or places upon request of Second Party.

IV.

SECOND PARTY obligate and bind themselves to begin said work at once and to complete the preparation and installation of said Flat Book System on or before Twelve Months from date hereof, and to reduce all delinquent taxes as shown by the delinquent tax records of Sabine County, to judgment and sale, where collections are not made, as speedily as is practicable.

V.

FIRST PARTY agrees and obligates itself to pass all necessary proceedings, orders and resolutions to make said warrants legal and to make appropriations for the purpose of paying principal of said warrants as it matures, that the said order providing for the payment of principal of said warrants will be passed at the first regular term of the Commissioners' Court following the signing hereof, and at said term of the Court will ratify this contract.

VI.

IT IS FURTHER AGREED By and between the parties hereto, that the First Party shall furnish to Second Party accessibility to and use of proper and appropriate records of said County in the compilation of data therefor; that Second Party will furnish all stationery necessary for the compiling of said Flat Book or Books; that Second Party is also obligated to furnish the stationery necessary for the permanent Flat Book or Books.

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VII.

IT IS expressly understood and agreed that if delinquent tax collections shall be sufficient therefor, First Party will use such funds in the payment of any of the warrants described in Paragraph I above on demand of the holder or holders thereof, on or before maturity thereof.

VIII.

THIS CONTRACT shall include taxes delinquent from February 1st, 1885, to and including February 1st, 1926, shown by said records to be delinquent; but if for any reason this paragraph of this contract shall be held to be illegal, then the same shall not affect any other part of this contract.

IX.

IT IS further agreed that in no event shall said warrants hereinbefore referred to be paid out of any other fund except delinquent tax fund known as "PLAT BOOK WARRANT FUND, CLASS A" and said "PLAT BOOK WARRANT FUND, CLASS A" to be created only by the collection of delinquent taxes, collected by and through the efforts of Harper & Harper under this contract.

X.

SECOND PARTY shall furnish good and sufficient bond, payable to the County Judge of Sabine County, Texas, and his successors in office, in the sum of Seventy Five Hundred Dollars conditioned on the faithful performance of the terms and conditions of this contract and agreement.

WITNESS OUR HANDS IN DUPLICATE this the 27th day of April, A.D. 1925.

SABINE COUNTY, TEXAS (FIRST PARTY)

By W. H. Davidson, County Judge

C. W. Fuller, Commr. Prec. # 1

W. J. McDaniel, Commr. Prec. # 2

_____ Commr. Prec. # 3

_____ Commr. Prec. # 4

ATTEST:

J. H. ENER, COUNTY CLERK

Harper & Harper

M.W. Harper (SECOND PARTY)

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