

To the County Judge of Sabine County, Texas:

We, the undersigned qualified voters and patrons of Sexton Common School District No. 24, in Sabine County, Texas, respectfully petition your Honor to order an Election to be held in Common School District No. 24, in Sabine County, Texas, to determine whether or not said Sexton Common School District No. 24, shall be consolidated with Geneva Independent School District in said County. July 11, 1925,

Respectfully submitted,

W. J. Davis	J. R. Polley	D. B. Polley
Bettie Davis	Mrs. Ruth Polley	Mrs. Mary Polley
Corine Davis	Mrs. H. W. Murphy	I. E. Meeks
H. W. Murphy	J. T. Morton	Barnie Haley
J. C. Ballard	Jennie Morton	Mrs. J. C. Ballard
M. C. Pratt	J. W. Clifton	Mrs. J. W. Clifton
Mrs. J. A. Haley	J. A. Haley	

Being a majority of the qualified voters thereof.

COUNTY JUDGE'S ORDER.

THE STATE OF TEXAS

COUNTY OF SABINE

Whereas, on the 11th day of July, 1925, a petition was presented to me for an election in Sexton Common School District No. 24, of this County on the question of authorizing the said district to consolidate with the Geneva Independent School District No. 1, thereby forming Independent School district No. 1, of this County, said petition bearing the requisite number of signatures of resident, qualified voters of said district and being in every respect in conformity with law;

Now, therefore, I, W. H. Davidson, in my official capacity as County Judge, of Sabine County, Texas, do hereby order that an election be held on the 8th day of August, 1925, at the School House in said Sexton Common School District No. 24, of this County to determine whether a major of the legally qualified voters of that district desire to consolidate the said district with the Geneva Independent School District No. 1 of this County.

H. C. Holder is hereby appointed presiding officer of said election and he shall select two judges and two clerks to assist him in holding the same and he shall within five days after said election has been held make due return thereof to the commissioners Court of this County as is required by law for holding a general election.

All persons who are legally qualified voters of this State and of this County and who are resident qualified voters of said district shall be entitled to vote at said election and all voters who favor the consolidation of the aforementioned school districts shall have written or printed on their ballots the words:

"For the Consolidation."

And those opposed to such consolidation shall have written or printed on their ballots the words:

"Against the Consolidation."

Dated this the 14th day of July, 1925.

W. H. Davidson, County Judge of  
Sabine County, Texas.

JUDGE'S NOTICE OF ELECTION:

THE STATE OF TEXAS

COUNTY OF SABINE Notice is hereby given that an election will be held on the 8th day of August, 1925, at the School house in Sexton Common School District No. 24, of this County to determine whether a majority of the legally qualified voters of that district desire to consolidate the said district with the Geneva Independent School District No. 1, of this County, thereby forming Independent School District No. 1 of this County.

H. C. Holder has been appointed presiding officer for said election and he shall select two judges and two clerks to assist him in holding the same, and he shall within five days after said election has been held make due return thereof to the Commissioners court of this county as is required by law for holding a general election.

All persons who are legally qualified voters of this State and County and who are resident qualified voters in said district shall be entitled to vote at said election and all voters who favor said consolidation of the aforementioned school districts shall have written or printed on their ballots the words: "For Consolidation"

And those opposed to such consolidation shall have written or printed on their ballots the words:

"Against Consolidation."

Dated this the 14th day of July, 1925.

W. H. Davidson, County Judge of

Sabine County, Texas.

G.C. & S F SECRETARY'S CONTRACT NO.

GULF, COLORADO AND SANTA FE RAILWAY COMPANY

AND

GULF, BEAUMONT AND GREAT NORTHERN RAILWAY COMPANY

AND

SABINE COUNTY, TEXAS.

Agreement relating to undergrade crossing at M.P. 99 plus 207 feet and elimination of grade crossing at M.P. 99 plus 4424 feet, near Pineland, Texas.

Dated June 8th, 1925.

AGREEMENT, made this 8th day of June 1925, between Gulf, Colorado and Santa Fe Railway Company and Gulf, Beaumont and Great Northern Railway Company, both Texas corporations (hereinafter called "Railway Companies") and Sabine County, Texas, a political subdivision of the State of Texas, acting herein by W.H. Davidson, its County Judge, hereunto duly authorized by order of its Commissioners' Court (hereinafter called "County").

RECITALS:

County is engaged in the construction of a system of good roads in Sabine County, Texas, and proposes to relocate one of said roads so as to intersect and cross under Gulf, Beaumont and Great Northern railway Company's line of railroad near Mile Post 99 plus 0207 feet in said County, now being operated by Gulf, Colorado and Santa Fe Railway Company under lease, the exact location of said proposed under crossing being shown in red on print hereto attached, marked Exhibit "A" and made a part hereof. County desires in the construction of its highway under the track of Railway Company at said point to close its present grade crossing at Mile Post 99 plus 4424 feet, which crossing is shown in yellow, on said Exhibit "A", which is agreeable to Railway Companies upon the terms

and conditions hereinafter set forth.

AGREEMENT:

ARTICLE I.

1. Railway Companies, in consideration of the covenants and agreements of County hereinafter contained, and the faithful keeping and performance thereof, grant permission to County to construct its highway across the right of way and under the tracks of Railway Companies at or about Mile Post 99 plus 0207 feet, and to grade, pave or otherwise improve said road to thereafter maintain and use the same as a public road.

2. Railway Companies, subject to the conditions hereinafter expressed, agree to construct the necessary structure at said point for the carrying of their tracks and the operation of their trains over the highway to be constructed by County, said structures to be a twenty-four (24) foot open-deck I-beam span on pile piers with fourteen (14) foot open-deck four-ply chord pile trestle approaches.

ARTICLE II.

County Agrees:

1. To pay upon presentation of bill therefor by Railway Companies one-half (1/2) the cost of constructing the structure described in Section 2 of Article I hereof, and in the event one-half (1/2) of said cost of construction shall exceed Two Thousand Four Hundred and Forty-four and 96/100 Dollars (\$2444.96), County will pay such part of such cost so in excess of Two Thousand, Four Hundred and Forty-four and 96/100 Dollars (\$2444.96).

2. To maintain at its sole cost and expense so much of said highway as is located upon the right of way, and or under the tracks of Railway Companies in such manner that the same shall not at any time hinder, interfere with or obstruct the use by Railway Companies, or either of them, of said right of way, railroad or tracks.

3. To provide and thereafter maintain at its sole cost and expense, any and all additional drainage facilities necessitated by the construction, maintenance, use or presence of said undergrade crossing, and or said road or highway.

4. To construct and thereafter maintain at its own sole cost and expense such paving or surfacing as may be necessary upon that portion of said road or highway located on Railway Companies right of way.

5. To promptly pass the necessary orders, legally closing and forever abandoning the use of the public road crossing at grade at Mile Post 99 plus 4424 feet and not thereafter use or permit the use of said crossing by the public.

6. To release and discharge Railway Companies from any and all claims for liability because of loss of or damage to County's Property, and injury to or death of its employes, and to indemnify and save harmless Railway Companies from and against any and all claims for liability because of loss of or damage to property and injury to or death of persons growing out of, arising from, or in any wise, incident to the construction, use, maintenance, state of repair or presence of said road or highway upon said right of way, and or under said tracks, regardless of whether said loss or damage, injury or death, be caused or contributed to by negligence of Railway Companies, their employes, or otherwise, including injuries to or killing of live stock gaining access to said right of way through openings or holes in the right of way fence made or permitted to be made by County, either in the construction or maintenance of said road or highway, and whether killed or injured at or near said crossing, or elsewhere.

7. Upon the expiration or any termination of this license, to promptly close and undergrade highway crossing so that the same shall not and cannot be used by the public as a highway.

ARTICLE III.

The parties mutually agree:

That this license shall be effective from its date, and thereafter so long as said road or highway is used and maintained in such manner as not to interfere with, hinder or obstruct Railway Companies in any manner whatsoever in the use or operation of said railroad. If said highway shall at any time or in any manner hinder, obstruct or interfere with Railway Companies, or either of them, in the use or operation of said Railroad, County will within ten (10) days after receipt of written notice from Railway Companies, or either of them, do whatever may be necessary to remedy such conditions, and failing so to do, within said time, Railway Companies, or either of them, may perform such work as in its judgment may be necessary to remedy such conditions and County will within thirty (30) days after receipt of bill repay Railway Companies the full cost of such work or Railway Company may terminate this license forthwith. Upon such termination County's rights hereunder shall absolutely cease and determine.

It is understood and agreed that the title to the entire structure, described in Article I, Section 2, shall at all time rest with Railway Companies.

IN TESTIMONY WHEREOF the parties hereto have executed this agreement in duplicate on the day and year first above written.

GULF, COLORADO AND SANTA FE RAILWAY COMPANY,

By Its

GULF, BEAUMONT AND GREAT NORTHERN RAILWAY COMPANY,

By Its

ATTEST:

Secretary.

SABINE COUNTY, TEXAS

By W. H. Davidson, its County Judge.

ATTEST:

J. H. Ener, County Clerk.

L.S.