

THE STATE OF TEXAS

COUNTY OF SABINE

On this the 14th day of April, 1975, the Honorable Commissioner's Court met in regular session with the following members present, to-wit:

W. T. Love	County Judge
R. E. Smith	Commissioner, Precinct No. 1
G. W. Russell	Commissioner, Precinct No. 2
Jimmy Vickers	Commissioner, Precinct No. 4
W. W. Cavender	Clerk of the Court

The following bond was approved by the Court:

BOND OF DELINQUENT TAX COLLECTOR

THE STATE OF TEXAS

COUNTY OF SABINE

KNOW ALL MEN BY THESE PRESENTS:

That we, JACK McCREARY as Principal,

and _____

AS SURETIES, ARE HELD AND FIRMLY BOUND UNTO _____,

County Judge of SABINE County and his successors in office in the just and full sum of ONE THOUSAND Dollars, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

WHEREAS, the said Jack McCreary, a licensed attorney whose address is Austin, Texas, has by means of a written agreement dated March 10, 1975, and ending December 31, 1976, a copy of which agreement is by reference made a part hereof.

Now, therefore, the condition of this obligation is such that if the said Jack McCreary shall faithfully perform the services required of him by the terms of said contract, including the making of reports provided in Section XI thereof and shall fully indemnify and save harmless the said county of Sabine from all cost and damage which it may suffer by reason of his failure to do so, and shall fully reimburse and repay the said County of Sabine all outlay and expense which the said County may incur in making good any such default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness our hands

(signed) Jack McCreary

MERCHANTS MUTURAL BONDING COMPANY

By: (signed) Nell H. Peterson

Nell H. Peterson, Attorney-in-Fact

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CERTIFICATE OF COUNTY JUDGE

THE STATE OF TEXAS
COUNTY OF SABINE

The foregoing bond of Jack McCreary, holding contract for the collection of State and County delinquent taxes in SABINE County, Texas, was read and approved in open Commissioners' Court, this the 14th day of April, 1975.

(signed) W. T. Love
County Judge
SABINE County, Texas

THE STATE OF TEXAS
COUNTY OF SABINE

I, W. W. Cavender, Clerk, County Court of SABINE County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the Bond of Jack McCreary Delinquent Tax Collector of Sabine County, Texas, as the same appears of record in Vol. P, Page 510 Minutes of the Commissioners' Court of Sabine County, Texas.

To certify which, witness my hand and seal of office, this the 14th day of April, 19 75 A. D.

(signed) W. W. Cavender
Clerk, County Court Sabine
County, Texas.

NOTE:

In case the Certificate of the County Judge is not filled out and signed, then in lieu thereof a certified copy of the Order of the Commissioners' Court approving the bond should be made by the County Clerk which should be attached to the bond when sent to this office for Comptroller's File.

RESOLUTION AND ORDER

On this the 10th day of March, 19 75, at a Regular meeting of the Commissioners' Court of Sabine County, Texas, there came on for consideration the making of a contract for the collection of delinquent taxes, and motion was made by Paul Lout County Commissioner of Precinct No. 3, seconded by G. W. Russell, Jr County Commissioner of Precinct No. 2, that subject to approval by the Comptroller of Public Accounts and Attorney General of Texas said Commissioners' Court in behalf of said County do make and enter into a contract with Jack McCreary a licensed attorney, for the latter to collect delinquent taxes in said County for 15% of the amount of Taxes, penalty and interest collected, said contract to end on the 31st day of December, 19 75, with six months thereafter to complete pending suits, requiring said attorney to give bond in the sum of \$ 1,000.00, and to be on forms currently promulgated and recommended by the State Comptroller.

Said motion being put to vote, it carried by a vote of 4 to 0. Those voting "Aye" were:

- R. E. Smith
- G. W. Russell, Jr
- Paul Lout
- Jimmy Vickers

It is therefore ordered that said contract be prepared and executed, submitted to the Comptroller of Public Accounts and Attorney General of Texas, and if approved by them, recorded in the minutes of this Court.

(signed) W. T. Love
County Judge
(signed) R. E. Smith
County Commissioner, Precinct # 1
(signed) G. W. Russell, Jr.
County Commissioner, Precinct # 2
(signed) Paul Lout
County Commissioner, Precinct # 3
(signed) J. Vickers
County Commissioner, Precinct # 4

THE STATE OF TEXAS

County of SABINE

I, the undersigned, County Clerk of Sabine County, Texas, do hereby certify that the above and foregoing is a true and correct copy of a certain Resolution and Order, of the Commissioner's Court of said County, of record in Vol. P , Page 509, of the Minutes of said Court.

Witness my official hand and seal this 10th day of March, 19 75.

(signed) W. W. Cavender
County Clerk
Sabine County, Texas

W A I V E R

THE STATE OF TEXAS

COUNTY OF SABINE

I, the undersigned County Attorney of Sabine County, Texas, do hereby acknowledge that the Commissioners' Court of the said County has notified me to file suit for the collection of delinquent taxes in said county; however, due to the fact that it would be hysically impossible for me to personally file and handle such suits, and at the same time to properly discharge the other duties of my office, and to the further fact that the statutes do not provide adequate compensation for a County Attorney to file and to prosecute suits for delinquent taxes, but do make adequate provisions for other attorneys to handle the same, I do hereby decline to file such suits and do hereby waive the thirty days written notice provided in Article 7335, Revised Civil Statutes, and do hereby agree that the Commissioners' Court of said County may contract with some other competent attorney to enforce or assist in the enforcement of the collection of delinquent State and County taxes.

Witness my hand this, the 10th day of March A. D., 19 75.

(signed) James Allen Payne
County Attorney
Term Expires December, 31st, 19 76.
Sabine County, Texas.

THE STATE OF TEXAS

COUNTY OF SABINE

I, W. W. Cavender County Clerk of Sabine County, Texas, do hereby certify that the above and foregoing is a true and correct copy of a certain waiver executed by James Allen Payne County Attorney, of Sabine County, as the same appears of record in Volume P Page 509 of the minutes of the Commissioners' Court of Sabine County, Texas.

Given under my hand and seal of office, this 10th day of March, 19 75.

(signed) W. W. Cavender
County Clerk
Sabine County, Texas

CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS

COUNTY OF SABINE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The Commissioners Court, after having given to the County Attorney of Sabine County thirty days written notice to file delinquent tax suits, and

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(2) having received from him a written statement declining the request of this Court to file delinquent tax suits, for reasons therein stated, and waiving his right to the 30-day period and consenting to the Court's entering into a contract with others for the collection of delinquent taxes, without awaiting the 30-day period,

and a record thereof having been made in the Minutes of said Court; and

WHEREAS, the Commissioners Court of _____ County, Texas, joined by the Comptroller of Public Accounts of the State of Texas, deem it necessary and expedient to contract with some competent attorney to enforce the collection of all delinquent State and county taxes for a per cent of said taxes, penalties and interest actually collected and paid to the Collector of Taxes, as provided in Chapter 21, Actos of the Third Called Session of the 38th Legislature, Article 7335, Revised Civil Statutes, 1925, Chapter 8, Acts of the Fourth Called Session of the 41st Legislature, Article 7335a, Vernon's Annotated Civil Statutes; and Chapter 229, Acts of the 42nd Legislature, Article 7264a, Vernon's Annotated Civil Statutes; and

WHEREAS, After making an investigation into the competency, experience and ability of Jack McCreary a licensed attorney under the laws of this State, whose post office address is Austin, Texas as to his fitness for said work, and after considering the same, are of the opinion that he is a proper party to take such steps as may be necessary to enforce or assist in the enforcement of the collection of such delinquent taxes by the preparation, filing and fushing to a speedy conclusion all suits for the collection thereof; and that he has no official connection with any county office within said county; and that he is not related within the second degree of affinity or within the third degree of consanguinity to any member of the Commissioners Court, the Tax Collector, or County or District Attorney now holding office in said county.

NOW, THEREFORE, THIS CONTRACT, made and entered into by and between the County of Sabine, Texas, a body politic and corporate, acting herein, and by and through the Commissioners Court, joined by the Comptroller of Public Accounts of the State of Texas, hereinafter styled First Party, and Jack McCreary of the County of Travis, State of 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 enforce by suit or otherwise, and to aid and assist the local officers in the enforcement of the collection of all delinquent State and county ad valorem taxes, penalty and interest, and all delinquent taxes, penalty and interest (except taxes of independent school districts and incorporated cities and towns) due any and all political subdivision or defined districts of said county and State which the County Tax Collector receives and receipts for, under the provisions of Article 7254, Revised Statutes, 1925, and shown to be delinquent upon the delinquent tax records of said county from 1939 to the date of the termination of this contract as fixed in Section IX hereof (including such personal property or insolvent taxes as the Commissioners Court and Second Party mutually deem collectible.)

II.

Taxes which become delinquent during the term of this contract shall become subject to the terms of this contract on September 1st of the year in which the same shall become delinquent. And further, with reference to taxes not now delinquent, but which become delinquent during the term hereof, or taxes which may have fallen delinquent on February 1st or subsequent thereto next preceding the date of this contract, it is agreed that where suit is or has been brought on any property for prior years delinquent taxes, Second Party shall include in his action all taxes on the property involved, delinquent before trial, whether before or after September 1st of such year; and where the State and County or impleaded or intervene in a suit brought by another taxing unit, it shall be Second Party's duty to include in his answer or intervention all taxes delinquent before trial on the property involved, whether such taxes fall delinquent before or after September 1st of such year; and in all such cases Second Party shall be entitled to the Commission herein provided for collecting delinquent taxes.

III.

Second party is to call to the attention of the County Tax Collector or other officials any errors, double assessments, or other discrepancies coming under his observation during the progress of the work, and all charges on the tax rolls that show from 1939 to the date of the termination of this contract to be delinquent, which are caused through error, conflicts, double renditions, illegal assessments, etc. A cancellation certificate shall be prepared on forms furnished by the State Comptroller of

Public Accounts, Austin, Texas, showing how such errors came about, and which shall be sufficiently full and complete as to justify the Commissioners Court in ordering a cancellation certificate issued, and that will meet with the approval of the Comptroller of Public Accounts, Austin, Texas.

IV.

Second Party hereby agrees and obligates himself to communicate with each and every person, firm, association or corporation owing any of such taxes, with a view of collecting same; and shall, before filing suits for the recovery of delinquent taxes for any year or years prepare, in triplicate, delinquent tax notices, and shall mail one of such notices to the owner or owners of said property at their last known address, covering all delinquent taxes shown to be due on the tax rolls of said county, as provided for in Article 7324, Revised Civil Statutes, 1925, as amended by Chapter 117, page 196, Acts of the 42nd Legislature, Regular Session, and file one copy of such notice with the Tax Assessor-Collector. In the event that the taxes, together with penalty and interest, are not paid within thirty (30) days from the date such statements and notices are mailed, then Second Party shall prepare, file and institute, as soon as practical thereafter, a suit for the collection of said taxes, penalty and interest, which suit shall include all past due taxes for all previous years on such tract or tracts; and where there are several lots in the same addition or subdivision delinquent, belonging to the same owner or owners, all said delinquent lots shall be made the subject of a single suit, and which suit shall be prosecuted with dispatch to final judgment and sale unless said taxes are sooner collected.

V.

Second Party, where it is necessary to prepare and file suits for the enforced collection of delinquent taxes on real property, shall make and furnish an abstract of the property which shall show the amount of delinquent taxes due against each and every tract, lot or parcel of land, and shall show the number of acres so delinquent and a correct description of the property, the year delinquent, how it was charged upon the tax rolls, the correct name of owner or owners of the property at the time it became delinquent, the person from whom and the date that he or they derived title to said property, the Volume and page of public records that his or their deed or other title evidence is of record, and the date that each subsequent change of ownership occurred down to the present ownership. It shall further show the name of any and all outstanding lien holders and lease-hold interests of record, and all other information necessary for the proper preparation and filing of suit or suits for the collection of delinquent taxes. Second Party shall perform these services at his own cost and expense. And in case such abstract is not placed with the papers in a court proceeding, it shall be filed with the Tax Collector for the purpose of maintaining its preservation until such time as all of the taxes to which it pertains, or such part thereof as are held to be due, are paid.

VI.

Second Party shall prepare, or aid and assist the County or District Attorney in preparing, all petitions, citations, notices by publication, personal service citations, notices by posting, judgments, notices of sale, orders of sale and any and all other things necessary or required to be done for the collection of all delinquent taxes, and shall render all necessary and proper assistance to each of the other officers to the end that all taxes assessed or unknown and unrendered now delinquent, or that may become delinquent during the life of this contract and be so reported on Comptroller's forms provided therefor, may be collected; and when collections are not made, to assist in reducing same to final judgment and sale.

VII.

It is further agreed and understood that Second Party shall furnish, at his own expense, all stationery, legal blanks or forms, stamps, envelopes and printing, together with all labor necessary to complete said contract including labor and expense incurred in procuring date and information as to the name, identity and location of necessary parties, and in procuring necessary legal descriptions of the property as provided in Paragraph V, and the expense incurred in citing the defendants by publication in all cases where such expenses are not collected as costs against the defendant or defendants in the tax suit, but in no event shall such cost be paid to Second Party; and Second Party shall pay off and discharge any and all bills for any other expenses incurred in the prosecution of said work, and it is hereby understood and agreed that said First Party shall not be responsible for the payment of such expense or any part thereof.

VIII.

First Party agrees to pay the Second Party as compensation for the services hereunder required 15 per cent (Not to exceed fifteen (15) percent) of the amount collected of all delinquent taxes, penalty and interest of the years covered hereby, actually collected and paid to the Collector of Taxes during the term of his contract, which Second Party is instrumental

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in collecting as evidenced by copies of communication, tax notices or abstracts filed with the Tax Collector prior to the payment of such tax, including collection of taxes on property not appearing on the assessment rolls nor shown delinquent, but which would have been so shown had it been properly assessed, discovered by said Second Party, as and when collected, following the end of each month within the period of this contract, accordingly as the Collector makes up his monthly reports. The per cent of compensation here referred to shall be contingent upon the collection of such taxes as by Act of the Legislature are required to be collected. Should any remission of penalty and interest on taxes appearing on the delinquent records be made by legislative enactment effective during the period of this contract, the same shall not be collected nor commission allowed thereon. Also, ad valorem taxes, delinquent, levied against State-owned property for county and district purposes, the payment of which is to be taken care of by legislative appropriation provided for by Statute, are excluded from the provisions of this contract. Second Party shall not receive or collect any taxes, penalty or interest under this contract, but the same shall be paid to the Tax Assessor-Collector as other delinquent taxes.

IX.

This contract shall be in force from March 10, 1975, to December 31, 1976, both dates inclusive, (not to extend beyond December 31, 1976, the end of the present administration of the Commissioner's Court), and at the expiration of said period this contract shall terminate, except the contractor shall be allowed six (6) months in which to prosecute to trial court judgments suits filed prior to December 31, 1976, termination date of this contract provided, and shall handle to conclusion all suits in which trial court judgments are obtained during the period of this contract and which are appealed by any party. The Commissioners Court and the State Comptroller shall have the right to sooner terminate this contract for cause, giving thirty (30) days written notice of such intention, with a statement of the cause or reasons for such termination, after giving Second Party a reasonable opportunity of explaining or rectifying the same. In case of such termination, Second Party shall be entitled to receive and retain all compensation due up to the date of said termination.

X.

Before any commissions are paid out under the terms of this contract, Second Party shall furnish a good and sufficient bond, payable to the County Judge and to his successors in office, in the sum of 1,000.00 Dollars, (not to be less than \$1,000.00 accordingly as the Commissioners Court deems just and proper) to be executed by a solvent surety company; or if executed by private parties, the bond shall be signed by at least three good and sufficient sureties owning unincumbered real estate subject to execution, of value equal to the amount of bond and conditioned upon the specific performance of the terms hereof, including the making of reports, provided for in Section XI of this contract, and further conditioned that the shall forthwith pay over to the Tax-Collector, or other persons justly entitled thereto, any money or commissions paid him by mistake, through error, or otherwise. Said bond shall be approved in open Commissioners Court, signed by the County Judge, filed and recorded in the County Clerk's office, and a certified copy of same furnished to the State Comptroller.

XI.

At the end of each month, or as soon thereafter as the Tax Assessor-Collector shall have made up his report showing collections made for such month, said Second Party shall have access to said report and shall by comparison of the same with his own files or records of service, copies of which he has filed with the Tax Assessor-Collector, make up in triplicate a report of collections out of which he is entitled to commission under the terms of this contract. Second Party shall also have access to the Collector's receipts for such collections and shall, in his reports to be made on forms furnished by the Comptroller show each year and the taxes collected therefor on a separate line. Also, where collections are made after suit has been filed and commission allowed at a greater or different rate under the terms of this contract Second Party, being guided by the file docket of the Clerk of the Court, shall prepare and attach to his reports to be filed with the Tax Assessor-Collector a list showing number of suit and tade filed; but in no event shall Second Party receive compensation in excess of fifteen (15) per cent as herein provided. After the report has been signed and sworn to by Second Party, two copies of the same shall be delivered to the Tax Assessor-Collector, one to be attached to and sent with the Collector's monthly report to the Comptroller, the other to be filed in the Collector's office, and the third copy to be retained by Second Party.

XII.

Each month, after having received copies of the contractor's report as provided for in the preceding Section, and after having checked the list of taxes shown therein with

his own report and with copies of communications filed with him, as provided for in Section XIII of this contract, and after having verified the correctness of commissions claimed, the County Tax Assessor-Collector is hereby authorized, ordered and directed to deduct the above specified per cent of said taxes, penalty and interest, or such amount as can be allowed under the penalty and interest restriction, to which Second Party is entitled, and to pay the same to him unless otherwise herein directed, and to take his receipt as provided for on Form 107, Contractor's Report, which when received in the Comptroller's office will be the Comptroller's authority to allow the said Tax Assessor-Collector credit for the amount so paid. The Tax Assessor-Collector, before complying with the provisions of this Section, shall first satisfy himself that the bond required of Second Party under the provisions of Section 10 of this contract has been approved and placed on record in the office of the County Clerk; and it is hereby further provided, that should any question arise regarding commission claimed, the Tax Assessor-Collector shall withhold the payment of such commission or an amount equal thereto, placing the same in escrow, and apply to the State and county, accordingly as they may be affected, for information and direction as to the proper amount of commission due to be allowed under the terms of this contract.

NOTE:

Should the Commissioners Court and the Contracting party elect that the commissions withheld be placed in an escrow fund and paid to the Second Party otherwise than as provided in Section XII of this contract, another Section setting forth the method of payment to the contracting party should be added to and inserted in this contract preceeding the last page prepared for the signatures of the contracting parties.

XIII.

In order that the Tax Assessor-Collector may be able to verify and attest the correctness of commissions claimed by Second Party, as evidence of service and to entitle him to the commissions provided for in this contract, Second Party shall file with the Tax Assessor-Collector prior to time of payment, copies of such communications, tax notices or abstracts which shall be preserved by the Tax Assessor-Collector in some systematical order as will make them easily accessible for the purpose of verification or for such other value as the same may have in case it becomes necessary for the county and State to buy in such properties at tax sales. Said copy or copies shall also contain such information or reference as will enable the Tax Assessor-Collector to readily locate the tax as it appears on his delinquent forms and delinquent records.

XIV.

It is further agreed and understood that this contract is for personal services and is not transferable or assignable without the written consent and approval of First Party. It is also agreed that the Commissioners Court of said county shall furnish suitable space in or near the courthouse, as convenient to the records of said county as may be, for the purpose of carrying out the obligations of this contract by Second Party, all of which shall be performed by him in Sabine County, Texas.

II. (a)

Section II is herein amended where it provides that taxes which are not now delinquent, but which shall become delinquent during the term of this contract shall come under the terms thereof on July 1 of the year in which they shall become delinquent and shall be included in suits to be filed or already filed, whether before or after such date.

V. (a)

Section V is herein amended to provide where it is necessary to file suit for the enforced collection of delinquent taxes on real property, Second Party shall have the authority to procure the necessary data and information as to the name, identity and location of necessary parties and in the procuring of necessary legal descriptions of the property and may sue for the recovery of the actual costs of this information as court costs, as authorized by Article 7345b, Section 6, Vernon's Annotated Civil Statutes. It is agreed and understood that First Party will not be liable for any of the above mentioned costs.

XV.

It shall be the duty of the Commissioners Court and of all other officials of said county to cooperate with and render such reasonable assistance to said Second Party as the circumstances may require. Said assistance, however, is not to include the actual performance of the work herein designated to be performed by Second Party; and it being the duty of the County Attorney or of the District Attorney (where there is no County Attorney) to actively assist Second Party in the filing and pushing to a speedy conclusion all suits for the collection of delinquent taxes, it is hereby provided that

Where the County Attorney or District Attorney (where there is no County Attorney) shall fail or refuse to file and prosecute such suits in good faith, the Attorney presecuting suits under this contract is here fully empowered and authorized to proceed with such suits without the joinder and assistance of said County or District Attorney. Second Party shall not become the purchaser of any property at tax sales under this contact, but may bid in the property for the State or county at such sales.

Revised - 1952

IN CONSIDERATION of the terms and compensation herein stated, the Second Party hereby accepts said employment and undertakes the performance of said contract as above written.

WITNESS the signatures of all parties hereto in triplicate originals, this the 10 day of March, A. D. 1975, Sabine County, State of Texas.

BY:

(signed) W. T. Love
County Judge

(signed) R. E. Smith
Commissioner, Precinct No. 1

(signed) G. W. Russell, Jr.
Commissioner, Precinct No. 2

(signed) Paul Lout
Commissioner, Precinct No. 3

(signed) J. Vickers
Commissioner, Precinct No. 4

FIRST PARTY

(signed) Jack McCreary
SECOND PARTY

THE STATE OF TEXAS
DEPARTMENT OF COMPTROLLER

Examined and approved as to substance and form only, on this the 26th day of March A. D., 1975.

(signed) Earl Rosell Acting Director
Ad Valorem Tax Div.
for: COMPTROLLER
OF PUBLIC ACCOUNTS, STATE OF TEXAS

Examined and approved as to substance and form only, on this the 25th day of March A. D., 1975.

John L. Hill
ATTORNEY GENERAL
by: Martha E. Smiley
Assistant Attorney General

THE STATE OF TEXAS §
COUNTY OF SABINE §

I, the undersigned, County Clerk of said county, certify that the above and foregoing is a true and correct copy of a contract recorded in Volume P Page 510 in the minutes of the Commissioners Court of said county.

Witness my hand and seal of said court on this the 28 day of March, A. D., 1975.

(signed) W. W. Cavender
County Clerk

Motion by Commissioner Jimmy Vickers, seconded by Commissioner R. E. Smith, and with all voting "AYE", the court adopted the following resolution:

R E S O L U T I O N

WHEREAS, the Governor of Texas is Prime Sponsor for Balance of State Manpower Programs with the U. S. Department of Labor, Manpower Administration, Region VI, under the Comprehensive Employment and Training Act, and

WHEREAS, the Governor has delegated this responsibility to the Texas Department of Community Affairs, and

WHEREAS, the Texas Department of Community Affairs is soliciting a comprehensive delivery system and administrative mechanism for each designated program area within the Balance-of-State jurisdiction through the Request for Proposal Process, and

WHEREAS, the Deep East Texas Council of Governments by action of its Executive Committee on March 27, 1975 determined that it should seek to be designated as the administrative agency for the Comprehensive Employment and Training Act Program for the Deep East Texas Region.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY OF SABINE:

1. That the Deep East Texas Council of Governments has the concurrence and support of Sabine County in its application to the Texas Department of Community Affairs for designation as the administrative agency for the Deep East Texas Region.
2. That it is recommended to the Texas Department of Community Affairs that the Deep East Texas Council of Governments be designated as the administrative agency for the Deep East Texas Region.
3. That this action be reflected in the minutes of this meeting

PASSED AND APPROVED THIS 14th day of April, 1975.

COUNTY COMMISSIONERS COURT
SABINE COUNTY

(signed) W. T. Love
County Judge

ATTEST BY:

(signed) W. W. Cavender
County Clerk

Motion by Commissioner G. W. Russell, Jr., seconded by Commissioner Jimmy Vickers, and by unanimous vote, the court adopted the following resolution:

THE STATE OF TEXAS
COUNTY OF SABINE

COMMISSIONERS COURT
SABINE COUNTY, TEXAS

R E S O L U T I O N

WHEREAS, the County of Sabine recognizes the need for comprehensive emergency medical services for the citizens of the county, and

WHEREAS, the County of Sabine supports the intent of the Emergency Medical Services Act of 1973, and

WHEREAS, the Deep East Texas Council of Governments is submitting a Regional Emergency Medical Services Plan that will ultimately create a region-wide emergency medical services network that meets the requirements of the Emergency Medical Services Act of 1973, and,

WHEREAS, a communications network, transportation vehicles, first aid hardware, and training equipment are essential to the creation of an emergency medical services system.

BE IT THEREFORE RESOLVED, that the Commissioners Court authorizes the County Judge of Sabine County to sign this resolution favoring implementation of the Deep East Texas Regional Emergency Medical Services Plan.

BE IT FURTHER RESOLVED, that the County of Sabine will match funds which may be awarded for the implementation of the system.

PASSED AND APPROVED this 14th day of April, 1975.

(signed) W. T. Love
County Judge

ATTEST:

(signed) W. W. Cavender

Ercil Langham presented a new proposal for hospitalization insurance for Sabine County with the American National Insurance Co., Galveston, Texas.

Mr. Charles Rogers, San Augustine, Texas, requested that the Court give him more time to submit a hospitalization insurance plan for Sabine County.

The Court directed the Clerk of Court to post notices for a Special Meeting of the Commissioners Court on April 18, 1975, at 10:00 A.M. to consider hospitalization insurance plans for Sabine County.

Howard Montgomery, one of the developers of Springhill subdivision, presented his plan to bring the roads in that subdivision to the standards and specifications necessary for Sabine County to accept them for maintenance. He invited the county to have someone present to observe the road construction. The roads were to be rebuilt with oil and select materials. He also requested that the Court give special consideration to narrowing the width of the road to around 16 feet instead of 24 feet and that a letter signed by the members of the Court be written to the following developers of this subdivision:

Howard Montgomery	B. L. Barrett	Mrs. Abston
Box 55	505 Iowa St.,	Hickory Hill Marina
Burkeville, Texas	Beaumont, Texas	

giving details and specifications under which the county would accept the roads for maintenance.

Motion by Commissioner G. W. Russell, Jr., seconded by Commissioner Jimmy Vickers, the following resolution was adopted by the court:

ORDER ESTABLISHING CERTAIN ROADS IN SABINE COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF SABINE §

On this 14th day of April, 1975, came on to be heard by the Commissioners' Court of Sabine County, Texas, the question of whether certain pre-existing roads in Sabine County, Texas should be declared to be public county roads and ordered to be worked and maintained and the Commissioners' Court having examined the records of Sabine County, Texas, and having received such other evidence as it deemed necessary finds that said roads hereinafter described have been in actual, continuous, exclusive and hostile use by the public for a period of more than 25 years preceding the date of this order; that said roads have been opened and continually maintained by the County of Sabine or those acting under its authority for a period of more than 25 years preceding the date of this order and that the public as acquired prescriptive easements for such roads.

It is ordered that said roads be and they are hereby established as public county roads and the descriptions of said roads be and they are hereby recorded in the minutes of this court, to wit:

General Description for the Davidson Road.

Beginning at a point at the intersection of said road and Texas 87. Intersection being .05 miles north of the United Gas line. Thence in an easterly direction down and the center of said road at 1.3 miles to a point in the center of road on property boundary between corners 1 and 2 Forest Service Tract S-2ah.

General Description for the June Smith Road.

Beginning at a point on the east side of Texas 87 just north of Reeves Creek at the intersection of the June Smith Road. Thence in a north-easterly direction up and with the center of said road at 3.6 miles to Forest Service Road 121.

General Description for the Boggy Road.

Beginning at the intersection of the Boggy Road and FM330 .1 mile north of Colorow Creek bridge. Thence in a westerly direction down and with the center of said road 1.6 miles. Thence in a northerly direction at .8 miles to the east end of Forest Service Road 108 a total of 2.4 miles.

General Description for the Gellatly Cemetery Road.

Beginning at a point on the west side of Texas 87 at 4.5 miles north of Milam at the intersection of the Gellatly Cemetery Road. Thence in a westerly direction down and with the center of said road 1.3 miles to Gellatly Cemetery.

General Description for the Jack Wilson Road.

Beginning at the intersection of said road and Texas 87 at 1.6 miles north of Milam. Thence in a westerly direction down and with center of said road .6 miles. Thence in a southerly direction down said road 1 mile to Jack Wilson's house, a total of 1.6 miles.

General Description for the Mary Williams Road.

Beginning at a point on the north side of Forest Service 87-B at the intersection of the Mary Williams Road. Said point being 1.1 miles north of Texas 87. Thence in a northeasterly direction down and with the center of the road 1.75 to the intersection of the Mary Williams Road and the Cedar Grove Church road. Thence in an easterly

direction down and with the center of the Cedar Grove Church road at 2.7 miles to the intersection of Texas 21, at Pendleton Harbor.

General Description for the Ross Youngblood (Forest Service Road 111-1).

Beginning at the intersection of said road and Texas 87 just east of the T. G. T. line. Thence in a southerly direction down and with the center of said road at 4.5 miles to a point on Sandy Creek at the old bridge location.

General Description for the Lewis Ener Road.

Beginning at the intersection of said road and the Ross Youngblood road. Thence in a westerly direction down and with the center of said road at .75 miles to where it intersects FM 2343 at .15 miles north of Walnut Creek.

General Description for the Mason Town Road.

Beginning at the intersection of the Mason Town Road and Forest Service Road 115-3. Thence in a westerly direction down and with the center of said road at .35 miles to where the road enters Forest Service Tract S-2k-II at 63 feet south of Corner 11, Exception No. 6, thence west 200 feet to Toledo Bend Reservoir.

General Description for the Bill Lowe Road.

Beginning at the intersection of the Bill Lowe Road and FM 2426 on the east side of Pineland. Thence in a southerly direction down and with the center of said road at 4.0 miles to where said road intersects Texas 96 at the old George Nerrin house place.

General Description for the Clarktown Road.

Beginning at a point on the west side of Texas 87 at the intersection of the Clarktown Road said point being .25 miles north of the Willow Oak Well. Thence in a westerly direction down and with the center of said road at 1.9 miles to A. B. Clark's house.

General Description for the Clark Cemetery Road.

Beginning on the north side of the Scrapping Valley-Clarktown road .5 miles west of South Prong Creek bridge. Thence in a northerly direction up and with the center of said road 1 mile to the Clark Cemetery.

General Description for the Marcus Hyden Road.

Beginning at a point on the east side of the Scrapping Valley road at the intersection of the Marcus Hyden Road. Thence in an easterly direction down and with the center of road .3 miles to Marcus Hyden's house.

General Description for the T. A. Seales Road.

Beginning at a point on the south side of FM 2426 at 3.75 miles west of the Yellowpine Work Center and at the intersection of the T. A. Seales Road. Thence in a southeasterly direction down and with the center of said road at 3.9 miles to the south end of FM 2343.

General Description for the Scrapping Valley Road.

Beginning at the south end of pavement of FM 2343. Thence in a southerly direction down and with the center of said road at 2 miles Corner 10, Tract S-2k-VIII bears east at 18 feet. Thence continuing on with said road at a total of 5.3 miles to a point in center of road on property boundary, also on Sabine-Newton County line. From this point Corner 12 marked C.A.-489 bears $N86^{\circ}15'E$ at 58 chains.

General Description for the Crowell Road.

Beginning at a point on the west side of Texas 87 at the intersection of said road. From this point Corner 5, Tract S-14a bears $S63^{\circ}30'W$ at 213 feet. Thence in a westerly direction down and with the center of said road at 2 miles to the old W. H. Morrison house place.

General Description for the Kinsey Daniels' Road.

Beginning at the south end of the pavement on FM 1368. Thence in a southerly direction at .2 miles to a point on Forest Service boundary between Corners 4 and 5. From this point Corner 4, Tract S-2k-III bears $S89^{\circ}30'W$ at 66 feet.

General Description for the Dayton Godwin Road.

Beginning at a point on the east side of FM 1368. Said point being .2 miles north of the south end of pavement. Thence in an easterly direction down and with the center of road at 1.1 miles to Dayton Godwin's house.

General Description for the H. O. Ladner Road.

Beginning at the intersection of said road and FM 944. Thence in a southerly direction down and with the center of said road at .7 miles to a point in center of road on boundary line at Ladner's house. Said point being S21°E96 feet from Corner No. 91, Tract S-2k-II.

General Description for the Camp Springs' Church Road.

Beginning at a point at the intersection of the Camp Springs Road and FM 944. Thence in a westerly direction down and with the center of said road at .9 miles to the intersection of the Albert Arthur road.

General Description for the Albert Arthur Road.

Beginning at a point on the south side of FM 944. .1 mile southeast of Hemphill at the intersection of the Albert Arthur Road. Thence in a southerly direction down and with the center of said road at 2 miles to the south boundary line of Forest Service Tract S-2q-II. A point in the center of road. From this point Corner No. 2, Tract S-2q-II bears N87°45'E at 99 feet.

General Description for the M. L. Chance Road.

Beginning at a point on the east side of Texas 87, 1 mile south of Hemphill city limits. Thence in an easterly direction down and the center of said road 1 mile to the old R. V. Crowell place.

General Description for the old Forest Service Road 115-1, north of FM 83. Beginning at a point in the intersection of Forest Service Road 115-1 and FM 83. Thence in a northerly direction up and with the center of said road at 3.7 miles to Toledo Bend Reservoir across the bay from the Den Marina.

Road No. 111
Case No. 1

AN EASEMENT FOR AN EXISTING ROAD, as now constructed on, over and across the John Gallion Survey, Abstract No. 17 in Sabine County, Texas;

BEGINNING at a point in the southeast line of the T. & N.) R.R. Survey #43, Abstract No. 235, common to a northwest line of the said John Gallion Survey, at a point in the center of the said Road No. 111, being a point on the line between corners 75 and 1 of U. S. A. Tract No. S-20, said corner 75 bears N62°55'E (23 chains), 1518.00 feet more or less;

THENCE southerly (38 chains), 2508.00 feet more or less with the center line of said existing road to a point in the north bank of Big Sandy Creek within the said John Gallion Survey.

Road 111
Case 2

AN EASEMENT FOR AN EXISTING ROAD, as now constructed on, over and across the L. J. Whittlesey Survey, Abstract No. 486 in Sabine County, Texas;

Beginning at a point in a Southwest line of the Anthony W. Walters Survey, Abstract no. 223, common to a north line of the said L. J. Whittlesey Survey, at a point in the center of the said Road No. 111, being a point on the line between corners 8 and 9 of Exception #1 of U.S. A. Tract No. S2KI, said corner 9 bears S57°30'E, 13.5 chains, 891 feet more or less;

THENCE southerly, 23 chains, 1518.00 feet more or less with the center line of said existing road to a point in a northwest line of the J. W. Cadwell Survey, Abstract #296, common to the east line of the said Exception #1 of U.S.A. Tract S2KI between corners 9 and 1, said corner 9 bears N31°20'E, 19 chains, 1254.00 feet more or less.

Road No. 114
Case No. 1

AN EASEMENT FOR AN EXISTING ROAD, as now constructed on, over and across the James A. Curry Survey, Abstract No. 12 in Sabine County, Texas;

BEGINNING at a point in the south line of the William M. Rice, Jr. Survey, Abstract #435, common to the north line of the said James A. Curry Survey, at a point in the center of the said Road No. 114, being a point on the line between corners 73 and 74 of U.S.A. Tract No. S-2k-I said corner 73 bears N69°40'E (55 chains), 3630.00 feet more or less;

THENCE southwesterly (78 chains), 5148.00 feet more or less with the center line of said existing road to a point in a north line of U.S.A. Tract S2k-I between corners 75 and 76, said corner 75 bears S69°40'W (52 chains), 3432.00 feet more or less.

Road No. 114
Case No. 2

AN EASEMENT FOR AN EXISTING ROAD, as now constructed on, over and across the W. M. Brandon Survey Abstract No. 333, the J. L. McElroy Survey, Abstract No. 342, the J. G. Walker Survey, Abstract No. 349, the T&N. O.R.R. Survey #33, Abstract No. 385 and the H. & T.C.R.R. Co. #7 Survey, Abstract No. 128 in Sabine County, Texas;

BEGINNING at a point in the south line of the James A. Curry Survey, Abstract No. 12, common to the north line of the said W. M. Brandon Survey, at a point in the center of the said Road No. 114, being a point on the line between corners 77 and 78 of U.S.A. TRACT No. S2k-I, said corner 78 bears S70°30'W, (3 chains), 198.00 feet more or less;

THENCE southeasterly and southerly (220 chains), 14,520.00 feet more or less with the center line of said existing road to a point in a northeast line of the James McKim Survey, Abstract No. 39, common to a north line of the U.S.A. Tract S2k-IV between corners 35 and 36, said corner 36 bears S49°00'E (16 chains) 1056.00 feet more or less.

Road No. 114-C
Case No. 1

AN EASEMENT FOR AN EXISTING ROAD, as now constructed on, over and across the William Brandon Survey, Abstract No. 333 in Sabine County, Texas;

BEGINNING at a point in the center of the said Road No. 114-C being a point in the west right-of-way of Forest Service Road #114 within the said William Brandon Survey;

THENCE westerly (36 chains), 2376.00 feet more or less with the center line of said existing road to a point in the northeast line of the John W. McElroy Survey, Abstract No. 290, common to the northeast line of U.S.A. Tract S20-f between corners 6 and 7, said corner 7 bears S48°45'E (10 chains), 660.00 feet more or less.

Road No. 115-C
Case No. 1

AN EASEMENT FOR AN EXISTING ROAD, as now constructed on, over and across the J. R. Peddy Survey, Abstract No. 344 in Sabine County, Texas;

BEGINNING at a point in the southwest line of the William Farmer Survey, Abstract No. 200 common to the northeast line of the said Peddy Survey, at a point in the center of the said Road No. 115-C, being a point on the line between corners 76 and 77 of U.S.A. Tract No. S2k-III, said corner 77 bears N.22°20'W (32 chains) 2112.00 feet more or less, said point of beginning being also at the intersection of said road with Forest Service Road No. 115-2;

THENCE westerly (16 chains), 1056.00 feet more or less with the center line of said existing road to a point in the northeast line of the Jesse Lowe Survey, Abstract No. 147, common to a northeast line of U.S.A. Tract S2k-III between corners 80 and 81, said corner 80 bears N28°00'W (2 chains), 132.00 feet more or less.

Road No. 115-2
Case No. 1

AN EASEMENT FOR AN EXISTING ROAD, as now constructed on, over and across the Martha Bullock Survey, Abstract No. 72 in Sabine County, Texas;

BEGINNING at a point in a northeast line of the T.&N.O.R.R.Co. Survey No. 3, Abstract No. 218, common to the west line of the said Bullock Survey, at a point in the center of the said Road No. 115-2, being a point on the line between corners 57 and 58 of U.S.A. tract No. S2k-III, said corner 57 bears north (7 chains) 462.00 feet more or less;

THENCE southeasterly (50 chains) 3300.00 feet more or less with the center line of said existing road to a point in a north line of the said T.&N.O.R.R.Co. Survey, Abstract no. 218, same being the south line of the said Bullock Survey and common to a north line of U.S.A. Tract S2k-III between corners 58 and 59, said corner 58 bears N89°10'W (13 chains) 858.00 feet more or less.

Road No. 115-2
Case No. 2

AN EASEMENT FOR EXISTING ROAD, as now constructed on, over and across the J. R. Peddy Survey, Abstract No. 344 in Sabine County, Texas;

BEGINNING at a point in the southwest line of the William Farmer Survey, Abstract No. 200, common to the northeast line of the said Peddy Survey, at a point in the center of the said Road No. 115-2, being a point on the line between corners 76 and 77 of U.S.A. Tract No. S2k-III, said corner 77 bears N22°20'W (32 chains), 2112.00 feet more or less;

THENCE southwesterly (20 chains), 1320.00 feet more or less with the center line of said existing road to a point in the northeast line of the Jesse Lowe Survey, Abstract No. 147, common to a northeast line of U.S.A. Tract S2k-III between corners 80 and 81, said corner 81 bears S28°00'E (14 chains), 924 feet more or less.

Road No. 119
Case No. 1

AN EASEMENT FOR AN EXISTING ROAD, as now constructed on, over and across the T.&N.O.R.R. Co. #23 Survey, Abstract No. 203 and the John H. Kirby Survey, Abstract No. 405 in Sabine County, Texas;

BEGINNING at a point in the center of the said Road No. 119, being a point in the east right-of-way of FM 83 within the said T.&N.O.R.R. CO. Survey #23;

THENCE southeasterly, (40 chains) 2640.00 feet more or less with the center line of said existing road to a point in the northwest line of the John Moore Survey, Abstract No. 41, common to a northwest line of U.S.A. Tract S2k-I between corners 111 and 1, said corner 111 bears S 36°15'W (109 chains), 7194.00 feet more or less.

Road No. 121-1
Case No. 1

AN EASEMENT FOR AN EXISTING ROAD, as now constructed on, over and across the Hezekiah Cartwright Survey, Abstract No. 83 in Sabine County, Texas;

Beginning at a point in a south line of the Heirs of Joseph W. Brightman Survey, Abstract #47, common to a north line of the said Hezekiah Cartwright Survey, at a point in the center of the said Road No. 121-1, being a point on the line between corners 1 and 2 of U.S.A. Tract No. S1-VIII said corner 2 bears N64°00'W (29 chains) 1914.00 feet more or less;

Thence southeasterly, (88 chains) 5808.00 feet more or less with the center line of said existing road to a point in a west line of the Richard Haley, Jr. Survey, Abstract No. 121, common to a west line of U.S.A. Tract S1ApI between corners 17 and 18, said corner 18 bears N26°30'E, (0.5 chains) 33.00 feet more or less.

Road No. 128

Case No. 1

AN EASEMENT FOR AN EXISTING ROAD, As now constructed on, over and across the J. T. Warren survey, Abstract No. 457 and the David Blackman Survey, Abstract No. 71 in Sabine County, Texas;

BEGINNING at a point in an east line of the J. A. Watson Survey, Abstract No 481, common to the east line of the said J. T. Warren Survey, at a point in the center of the said Road No. 128, being a point on the line between corners 4 and 5 of U.S.A. Tract No. S2kV, said Corner 5 bears $S2^{\circ}20'W$, 5 chains, 330.00 feet more or less;

THENCE southeasterly, 44 chains, 2904.00 feet more or less with the center line of said existing road to a point in the north line of the John Boyd Survey, Abstract No. 74, common to a north line of U.S.A. Tract S2kVI between corners 1 and 2, said corner 1 bears $S69^{\circ}10'W$ 12 chains, 792 feet more or less.

Road No. 128

Case No. 2

AN EASEMENT FOR AN EXISTING ROAD, as now constructed on, over and across the David Blackman Survey, Abstract No. 70 in Sabine County, Texas;

BEGINNING at a point in the southeast line of the John Boyd Survey, Abstract no. 74, common to a north line of the said David Blackman Survey, at a point in the center of the said Road No. 128, being a point on the line between corners 7 and 8 of U.S.A. Tract no. S2kVI, said corner 8 bears $S69^{\circ}W$, 10 chains, 660.00 feet more or less;

THENCE southerly, 40 chains, 2640.00 feet more or less with the centerline of said existing road to a point in the northwest line of the W. E. Campbell Survey, Abstract No. 362, common to a north line of U.S.A. Tract S2kVI between corners 5 and 6, said corner 6 bears $N69^{\circ}E$, 35 chains, 2310.00 feet more or less.

Road No. 144

Case No. 1

AN EASEMENT FOR AN EXISTING ROAD, as now constructed on, over and across the Wm. F. Clark Survey, Abstract No. 9, and the John Gallion Survey, Abstract No. 17 in Sabine County, Texas;

BEGINNING at a point in the center of the said Road No. 144, being a point on the west right-of-way fo State Highway 87 within the said Wm. F. Clark Survey;

THENCE southwesterly, 112 chains, 7392.00 feet more or less with the centerline of said existing road to a point in an east line of U.S.A. Tract S20b between cornes 4 and 5, said corner 5 bears $S18^{\circ}40'E$, 1.5 chains, 99.00 feet more or less within the said John Gallion Survey.

Road No. 144

Case No. 2

AN EASEMENT FOR AN EXISTING ROAD, a now constructed on, over and across the John H. Kirby Survey, Abstract No. 418 in Sabine County, Texas;

BEGINNING AT a point in the southwest line of the T.&N.O.R.R. Survey #45, Abstract No. 234, common to the northeast line of the said John H. Kirby Survey, at a point in the center of the said Road No. 144, being a point on the line between corners 1 and 4 of U.S.A. Tract No. S20a, said corner 1 bears $N26^{\circ}30'W$, 33 chains, 2178.00 feet more or less;

THENCE southwesterly, 70 chains, 4620.00 feet more or less with the centerline of said road to a point in the northeast line of the T.&N.O.R.R. Survey #43, Abstract No. 235, common to an east line of U.S.A. Tract S20 between corners 7 and 8, said corner 7 bears $N26^{\circ}30'W$, 20 chains, 1320.00 feet more or less.

Road No. 144

Case No. 3

AN EASEMENT FOR AN EXISTING ROAD, as now constructed on, over and across the Mrs. M. E. Griffin Survey, Abstract No. 321 in Sabine County, Texas;

BEGINNING at a point in a southeast line of the H.E.&W.T.R.R. Co. Survey No. 1, Abstract #326, common to a northwest line of the said Mrs. M. E. Griffin Survey, at a point in the center of the said Road No. 144, being a point on the line between corners 28 and 29 of U.S.A. Tract No. S2kVIII, said corner 28 bears $N60^{\circ}40'E$, 26 chains, 1716.00 feet more or less;

THENCE southwesterly, 2 chains, 132.00 feet more or less with the center line of said existing road to a point in a northwest line of the W. S. Kinnard Survey, Abstract No. 27, common to a north line of U.S.A. Tract S20e between corners 1 and 2, said corner 2 bears $N61^{\circ}45'E$, 32 chains, 2112.00 feet more or less.

Road No. 144

Case No. 4

AN EASEMENT FOR AN EXISTING ROAD, as now constructed on, over and across the John Gallion Survey, Abstract No. 17 in Sabine County, Texas;

BEGINNING at a point in the south line of the T. & N.O.R.R. Survey #45, Abstract No. 234, common to the north line of the said Gallion Survey, at a point in the center of the said Road No. 144, being a point on the line between corners 3 and 4 fo U. S. A. Tract No. S20a, said corner 3 bears $N62^{\circ}55'E$, (4 chains), 264.00 feet more or less;

THENCE southeasterly (7 chains) 332.00 feet more or less with the center line of said existing road to a point in a northwest line of U.S.A. Tract S20b between corners 13 and 1, said corner 13 bears $S30^{\circ}W$ (2 chains), 132.00 feet more or less.

Road No. 152

Case No. 1

AN EASEMENT FOR AN EXISTING ROAD, as now constructed on, over and across the William Cain Survey, Abstract No. 263, in Sabine County, Texas;

BEGINNING at a point in a southwest line of the Rebecca J. Cloud Survey, Abstract No. 264;

common to the northeast line of the said William Cain Survey, at a point in the center of the said Road No. 152; being a point on the line between corners 65 and 66 of U.S.A. Tract No. S2k-I, said corner 66 bears N54°30'W (17 chains), 1122.00 feet more or less;

THENCE southwesterly (40 chains), 2640.00 feet more or less with the center line of said existing road to a point in the southwest line of U.S.A. Tract S2k-I between corners 67 and 68, said corner 67 bears N54°30'W (16 chains) 1056.00 feet more or less.

Road No. 153
Case No. 1

AN EASEMENT FOR AN EXISTING ROAD, as now constructed on, over and across the Cadwalder Davis Survey, Abstract No. 13 in Sabine County, Texas;

BEGINNING at a point in a south line of the T.&N.O.R.R. Survey #41, Abstract No. 233, common to a north line of the said Cadwalder Davis Survey, at a point in the center of the said Road No. 153, being a point on the line between corners 71 and 72 of U.S.A. Tract no. S2k-I, said corner 72 bears N75°40'W (38 chains), 2508.00 feet more or less;

THENCE southeasterly and easterly (180 chains), 11,880.00 feet more or less with the center line of said existing road to a point in the west line of U.S.A. Tract S14c-I between corners 4 and 5, said corner 4 bears S6°35'E, (9 chains), 594.00 feet more or less.

Road No. 154
Case No. 1

AN EASEMENT FOR AN EXISTING ROAD, as now constructed on, over and across the J. W. Cadwell Survey, Abstract No. 296 in Sabine County, Texas;

BEGINNING at a point in a southeast line of the Nancy Easley Survey, Abstract No. 248, common to a northwest line of the said J. W. Cadwell Survey, at a point in the center of the said Road No. 154, being a point on the line between corners 44 and 45 of U.S.A. Tract No. S2kI, said corner 44 bears N31°30'E, 2 chains, 132.00 feet more or less;

THENCE easterly, 6 chains, 396.00 feet more or less with the center line of said existing road to a point in a west line of U.S.A. Tract S2kI between corners 43 and 44, said corner 44 bears N58°W, 4 chains, 264.00 feet more or less.

Said roads are further described and depicted on a map marked Exhibit A of which certain roads are more specifically identified in Exhibit B, both of which are attached hereto and made a part hereof.

It is further ordered that since title to all necessary and required easements has been acquired by and is vested in the public by virtue of adverse possession and use, as aforesaid, no damages or assessments will or need be awarded as just compensation for the land required by said roads.

It is further ordered that so much of said roads which lie within road precinct number 1 shall constitute a part of said precinct and so much of the same as lies within road precinct number 2 shall constitute a part of said precinct and so much of the same as lies within road precinct number 4 shall constitute a part of said precinct; and that the overseers of roads within said precincts cause said roads so far as the same are within their respective precincts to be opened, worked and maintained.

The above order being read, it was moved and seconded that the same pass. Thereupon, the question being called for, the following members of the court voted AYE:

W. T. LOVE
County Judge

(signed) R. E. Smith
County Commissioner Precinct No. 1

County Commissioner Precinct No. 3

(signed) G. W. Russell, Jr.
County Commissioner Precinct No. 2

(signed) J. Vickers
County Commissioner Precinct No. 4

ATTEST:

(signed) W. W. Cavender
County Clerk

SURVEYOR'S STATEMENT

I, WILLIAM N. GARDNER, Registered Public Surveyor in the State of Texas, do hereby certify that the foregoing descriptions of existing road rights-of-way across private lands within the Sabine National Forest in Sabine County, Texas, needed in the administration of said National Forest, were prepared under my direction by the use of Forest Service deeds, abstracts, aerial photographs, ownership maps and other maps and records contained in the official records on file in the Supervisor's Office of the National Forests in Texas.

I have checked the said descriptions and find them to be correct in accordance with the methods used in their preparation.

December 6, 1974
DATE

(signed) William N. Gardner
William N. Gardner, RPS #1567

Sworn and subscribed to before me this the 6th day of December, 1974
(signed) Barbara Holland Barbara Holland, Notary Public in and for Rusk County, Texas

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Edwin Johnston, U. S. Forest Service, discussed a proposition whereby a part of Sabine County would be placed under regulatory game laws of the Texas Parks and Wildlife Commission for deer and wild turkey and the other part of the county would be non-regulatory. Generally, the regulatory game laws would apply to the eastern part of the county defined by Hwy 96 to Pineland, Hwy 83 to Hemphill, Hwy 87 to Milam, Hwy 21 to Geneva, and FM 330 to Crockettown road and the non-regulatory area would be west of the line define above. It was explained that the regulatory area for hunting deer and turkey would be closed from three to five years but hunting fox and squirrells with dogs in this area would be permitted. Mr. Johnston pointed out that there was already available for immediate release in this area approximately 500 eastern type turkey and numerous deer. He requested that a resolution be directed to the U. S. Forest Service, Hemphill, Texas, accepting or declining the proposition.

A motion by Commissioner Jimmy Vickers to accept the proposition did not receive a second to the motion. The Court took the proposition under advisement and would take the matter up at the next regular meeting on April 28, 1975.

John Starr, Jr. of the Starr Funeral Home Brought before the Court the matter of the Sabine Ambulance Service which was a joint enterprise between Sabine County, and the cities of Pineland and Hemphill. He said that if it was the will of the parties involved to dissolve the Sabine Ambulance Service that Starr Funeral Home would perform the service on the condition that the ambulance and mommunications system in the vehicle be given to Starr Funeral Home. This would relieve Sabine County, Hemphill, Pineland, and the Sabine Ambulance Service of this responsibility effective April 30, 1975.

The County Treasurer submitted the following report:

TREASURER'S QUARTERLY REPORT
FOR THE MONTHS OF
JANUARY, FEBRUARY, AND MARCH 1975

<u>FUND</u>	<u>BALANCE LAST QUARTER</u>	<u>RECEIPTS</u>	<u>DISBURSEMENTS</u>	<u>BALANCE</u>
OFFICERS SALARY	36,492.46	54,658.03	35,654.16	55,496.33
GENERAL COUNTY	23,637.40	17,715.87	25,962.46	15,390.81
PERMANENT IMPROV.	11,178.48	3,348.34	5,245.39	9,281.43
JURY	7,117.74	1,674.19	4,950.57	3,841.36
R O W	6,705.86	2,113.99	4,813.09	4,006.76
LATERAL ROAD	.03	19,851.78	19,851.78	.03
ROAD & BRIDGE SPEC.	4,784.61	40,165.89	3,100.86	41,849.64
ROAD & BRIDGE TAX	7,751.34	5,022.49	10,251.12	2,522.71
R & B #1	43,230.06	7,214.80	8,801.47	41,643.39
R & B #2	2,727.55	12,061.80	13,048.15	1,741.20
R & B #3	15,260.93	7,214.80	11,757.92	10,717.81
R & B #4	9,986.05	7,264.80	17,086.09	164.76
REVENUE SHARING	63,920.34	19,969.00	9,501.27	74,388.07

THE STATE OF TEXAS ↓
COUNTY OF SABINE ↓

I, Clyde Smith, County Treasurer for said county, do solemnly swear that the above quarterly report is true and correct.

(signed) Clyde Smith

COUNTY TREASURER,
SABINE COUNTY, TEXAS.

In the matter of the above Quarterly Report of Clyde Smith, Treasurer, Sabine County, Texas, the Court examined said report and having been compared and examined by the Court and found to be correct, it is therefore ordered by the Court that the same be and is hereby approved and the Clerk of this Court is ordered to enter said report, together with this order, upon the Minutes of the Court.

In the matter of the County finances in the hands of Clyde Smith, Treasurer, Sabine County, Texas, We, the Commissioners Court of Sabine County, Texas, do hereby certify that we compared and examined the above Quarterly Report and finding the same to be correct, have caused an order to be entered upon the minutes of the Commissioners Court of Sabine County, Texas satating approval of said Treasurer's Report by our said Court, which order recites separately the amounts received and paid out of each fund by the said Treasurer during the time covered by his present report and the balance of each fund remaining in said

Treasurer's hands, and we further certify that we have actually and fully inspected and counted all actual cash and assets in the hands of said Treasurer and belonging to said county.

A F F I D A V I T

We, the County Judge and the County Commissioners of Sabine County, Texas, do hereby certify that Art. 1636 have been in all things complied with at the Term, 1975 of Commissioners Court, and that we have counted the money held by the County Treasurer as reported to us in said Treasurer's Quarterly Report, and that we find the following amounts in each fund, to-wit:

OFFICERS SALARY	55,496.33
GENERAL COUNTY	15,390.81
PERMANENT IMPROVEMENT	9,281.43
JURY	3,841.36
R O W	4,006.76
LATERAL ROAD	.03
ROAD & BRIDGE SPECIAL	41,849.64
ROAD & BRIDGE TAX	2,522.71
R. & B. #1	41,643.39
R. & B. #2	1,741.20
R. & B. #3	10,717.81
R. & B. #4	164.76
REVENUE SHARING	74,388.07

(signed) W. T. Love
COUNTY JUDGE

(signed) R. E. Smith
COMMISSIONER, PRECINCT NO. 1

(signed) J. Vickers
COMMISSIONER, PRECINCT NO. 3

(signed) G. W. Russell, Jr.
COMMISSIONER, PRECINCT NO. 2

(signed) J. Vickers
COMMISSIONER, PRECINCT NO. 4

Sworn and subscribed before me this 14th day of April A. D., 1975

(signed) W. W. Cavender
COUNTY CLERK

The Court canvassed the County School Election and declared the following results:

FOR MEMBER FROM COUNTY AT LARGE: A. L. Harper 58 votes
Belvie Erwin 1 vote

FOR MEMBER FROM COMMISSIONER PRECINCT NO. 1: N. A. Edgar 59 votes

It is therefore, found, declared & so ordered that A. L. Harper and N. W. Edgar are duly elected to the County Board of School Trustees.

FOR MEMBER FROM COUNTY AT LARGE: A. L. Harper 253 votes
Eddie Toole 1 vote

FOR MEMBER FROM COMMISSIONER PRECINCT NO. 2: B. C. Ener 127 votes

FOR MEMBER FROM COMMISSIONER PRECINCT NO. 4: F. V. Webb 6 votes

It is therefore, found, declared and so ordered that A. L. Harper, B. C. Ener, and F. V. Webb are duly elected to the County Board of School Trustees of Sabine County.

Motion by Commissioner R. E. Smith, seconded by Commissioner G. W. Russell, Jr., the monthly salary of Minnie Gooch, Deputy County and District Clerk, was increased Fifty Dollars (\$50.00) per month effective April 1, 1975.

There being no further business, the Court adjourned.

W. T. Love
COUNTY JUDGE

R. E. Smith
COMMISSIONER, PRECINCT NO. 1

Paul Love
COMMISSIONER, PRECINCT NO. 3

G. W. Russell, Jr.
COMMISSIONER, PRECINCT NO. 2

J. Vickers
COMMISSIONER, PRECINCT NO. 4

W. W. Cavender
COUNTY CLERK