

May 25, 1925

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Minutes of Seventy-Fifth Meeting of the State Highway Commission, held in the State Office Building with the following members present:

Frank V. Lanham, Chairman.  
Joe Burkett, Member.  
John H. Bickett, Sr., Member.

Motion by Mr. Lanham, seconded by Mr. Bickett, that C. H. Van Eman, Box 328, Cisco, Texas, be awarded maintenance contracts for the following counties:

Bosque County	\$34,000.00
Hood County	13,200.00
Somervell County	7,200.00
Goryell County	15,600.00

a total of \$70,000.00. Motion carried.

Motion by Mr. Bickett, seconded by Mr. Burkett, that W. L. Pearson & Co., McAllen, Texas, be awarded maintenance contracts, effective June 1st, for the following counties:

Nueces County	\$19,000.00
Willacy County	2,000.00
Cameron County	16,400.00
Brooks County	25,000.00
Kleburg County	14,000.00
Hidalgo County	17,000.00

a total of \$93,400.00. Motion carried.

Motion by Mr. Bickett, seconded by Mr. Burkett, that Miller Surfacing Company, G. R. Miller, McAllen, Texas be awarded maintenance contracts, effective June 1st, for the following counties:

San Patricio County	\$27,500.00
Bee County	20,285.00
Aransas County	7,100.00
Karnes County	8,200.00
Goliad County	9,692.00

a total of \$72,777.00. Motion carried.

Motion by Mr. Bickett, seconded by Mr. Burkett, that Marshall White, Brownsville, Texas, be awarded contracts effective June 1st on the following counties:

Live Oak County	\$14,750.00
Jim Wells	14,385.00
Jim Hogg	2,400.00
Duval	6,950.00
Starr	7,100.00

a total of \$45,585.00. Motion carried.

Motion by Mr. Bickett, seconded by Mr. Burkett, that Fayette Construction Company, Alfred Otto, Manager, La Grange, Texas, be awarded maintenance contracts, effective June 1st, on the following counties:

Fayette County	\$54,000.00
Colorado County	34,000.00
Matagorda County	36,000.00

a total of \$124,000.00. Motion carried.

Motion by Mr. Bickett, seconded by Mr. Burkett, that Lake Robertson, La Grange, Texas, be awarded maintenance contracts, effective June 1st, for the following counties:

Jackson County	\$ 9,980.00
Calhoun County	4,800.00
DeWitt County	24,800.00
Lavaca County	8,100.00
Wharton County	25,250.00

a total of \$72,930.00. Motion carried.

Motion by Mr. Lanham, seconded by Mr. Burkett, that the Panola Construction Company, W. T. Hill, President, Carthage, Texas, be awarded maintenance contracts, effective June 1st, for the following counties:

Panola County	\$23,520.00
Shelby County	69,600.00
Nacogdoches	57,873.00

a total of \$150,993.00. Motion carried.

Motion by Mr. Lanham, seconded by Mr. Burkett, that the General Construction Company, Cotton Exchange Building, Fort Worth, Texas, be awarded maintenance contracts on the following counties:

Hill County	\$34,986.00
Ellis County	39,897.00
Kaufman County	29,156.00

a total of \$104,038.00. Motion carried.

Motion by Mr. Bickett, seconded by Mr. Lanham, that W. A. Mang, Gonzales, Texas, be awarded maintenance contract, effective June 1st, for the following county:

Victoria County	\$23,200.00
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Motion carried.

Motion by Mr. Lanham, seconded by Mr. Burkett, that L. E. Whitham & Company, Wichita Falls, Texas, be awarded maintenance contracts, effective June 1st, for the following counties:

Wilbarger County	\$12,475.00
Wichita County	16,625.00
Clay County	8,925.00
Baylor County	16,375.00
Archer County	15,400.00

a total of \$69,800.00. Motion carried.

Motion by Mr. Lanham, seconded by Mr. Burkett, that Calvin E. Cock Construction Company, Paris, Texas, be awarded maintenance contracts, effective June 1st, on the following counties:

Lamar County	\$41,542.00
Fannin County	26,022.00
Grayson County	40,909.00
Delta County	30,812.00
Red River County	29,715.00

a total of \$169,000.00. Motion carried.

On motion of Commissioner Burkett a designation was made from Clairemont, in Kent County, to Botan, in Fisher County.

Designation granted to begin at a point on 2-B, bell County, between Temple and Little River running east about three miles to the town of Reidenheimer, thence south about three miles to a junction with Highway No. 36. Granted also \$7,000 aid on this road, with the understanding that the county would widen same to sixty feet, build a bridge and grade the road.

The citizens of Annona and Avery having raised and paid into the Highway Department the sum of \$15,000.00 as heretofore requested by the Highway Department, it is ordered that the sum of \$45,000.00 be and the same is hereby allotted, in addition to the \$15,000.00 paid in by said citizens, to be expended on Highway No. Five, beginning at the town of Avery, in Red River County, extending to and through the town of Annona, to a point about three miles West of Annona. Further ordered that construction upon this road be begun immediately.

On motion of Commissioner Burkett, Winkler and Rator Counties were taken out of Division Six and placed in Division Eighteen, for purposes of maintenance.

On motion of Commissioner Burkett, Runnels County was taken out of Division Eighteen and placed in Division Seven, for maintenance purposes.

On motion of Commissioner Burkett, Highway No. Twenty-three was extended from Seymour across Lake Wichita Dam, through Vernon, to the State line, twenty miles north of Vernon on Red River, to connect with Oklahoma highway.

On motion of Commissioner Burkett, State Highway No. \_\_\_\_\_, from Rising Star, in Eastland County, to Carbon, in Eastland County, was cancelled as a State Highway. Also on motion of Commissioner Burkett Highway No. \_\_\_\_\_, from Eastland, in Eastland County, to Desdemona, in Eastland County, was cancelled as a State Highway.

On motion of Commissioner Burkett, the road from Ranger, in Eastland County, leading ten miles West and connecting with Highway No. Sixty-Seven, six miles North of Eastland, was designated as a State Highway, there having been a twelve inch rock base already constructed on said road, and the sum of \$70,000.00 is hereby allotted with which to construct a two inch Amiesite top on said road, at a price of \$14.00 per ton.

On motion of Commission Lanham the road from Honey Grove, Texas, to Greenville, Texas, by way of Ladonia and Wolfe City was designated as a State Highway conditioned upon the counties and citizenship placing same in acceptable condition to be approved by the Division Engineer.

Motion by Commissioner Rickett seconded by Commissioner Lanham that the following contract be executed by and on behalf of this Commission with F. L. Denison, to wit:

THE STATE OF TEXAS ( )

COUNTY OF TRAVIS ( )

THIS AGREEMENT made this 21st day of May 1925, between the STATE HIGHWAY COMMISSION OF TEXAS, party of the first part, and hereinafter referred to as the COMMISSION, and F. L. DENISON of Bell County, Texas, party of the second part, and hereinafter referred to as the CONTRACTOR, witnesseth:

WHEREAS, the Commission is confronted with the problem of developing a type or types of country pavements that will be low enough in first cost to permit of lateral road construction and that can be maintained indefinitely at a low yearly expenditure and the aforesaid Commission has ordered that certain experimental roads be constructed in order to solve this problem. As this problem is varied in its extent and includes the development of pavement structures, drainage openings and special equipment and as the work to be done and the equipment required is at the present time indefinite as to the manner of its construction, the Commission have elected to do this work

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under the direction and control of their Consulting Engineer on a cost plus basis, and reposing special confidence in the Contractor the parties hereto have agreed with each other as follows:

#### SCOPE OF WORK

The Contractor will complete in a diligent and workman-like manner the experimental road that is to be built between the city limits of Belton and Temple in accordance with the SPECIFICATIONS hereto annexed and marked "EXHIBIT A". He or his representatives will be guided in all matters pertaining to the construction of this road by the directions of the Consulting Engineer of the Highway Commission and his books will be open to inspection to representatives of the Commission so that complete cost data may be compiled by the Commission as to the cost of the work.

#### MANNER OF HANDLING WORK

The Contractor may either sublet all or any portion of the work or may do it by day labor as the Engineer may elect and subject to his approval.

#### EQUIPMENT

In the event that the Consulting Engineer shall direct that any portion of the work be done by day labor and that certain equipment is necessary the Contractor shall either furnish such equipment for the current rate of rental or if special types are required the Contractor may purchase same under the direction of the Consulting Engineer and at prices therefor subject to his approval for the account of the State in the event that the Commission elects not to furnish either from equipment on hand or from other available sources.

#### PAYMENT

On the first day of each month the Contractor will submit certified copies of pay rolls, bills for supplies or equipment furnished or bought or receipts for payments made to sub-contractors, for compensation and other indemnity insurance and other necessary expenses authorized by the Consulting Engineer, and the Commission shall pay the Contractor the amount paid out by him, plus ten per cent for his supervision and direction of the work.

#### LIABILITY OF CONTRACTOR

In consideration of the fact that the Commission has urged the Contractor to enter into this contract and as an inducement to him to execute it, it is especially stipulated and agreed, as a material consideration herein, that the Contractor shall not in any event be liable, in any manner or to any extent whatever, either to the Commission or to the State of Texas for any act that he may do or fail to do pertaining or in any manner incident to the work provided for herein, unless the same be either the direct result of bad faith or the direct result of the want of ordinary care on his part, anything contained in the General or Special Conditions of the Standard Specifications of the Texas Highway Department or any construction that may be placed upon the Specifications annexed hereto to the contrary notwithstanding.

IN WITNESS WHEREOF the parties hereto have the day and year first above mentioned affixed their hands and seals in duplicate original.

STATE HIGHWAY COMMISSION OF TEXAS

WITNESSES -

By \_\_\_\_\_  
Chairman

\_\_\_\_\_

EMPLOYER - PARTY OF THE FIRST PART

CONTRACTOR PARTY OF THE SECOND PART

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SPECIFICATIONS - EXHIBIT A

Experimental Road between Temple and Belton.

GENERAL CONDITIONS

The General Conditions of the Standard Specifications of the Texas Highway Department are hereby made a party of these specifications the same as if written in full herein.

SPECIAL CONDITIONS

The Special Conditions of the Standard Specifications of the Texas Highway Department are hereby made a part of these specifications in so far as they do not conflict with the specific provisions in these specifications the same as if written in full herein.

EXCAVATION

The Contractor will trench the old road metal as directed by the Engineer and will cut the trench in a neat, workmanlike manner so that the lines of the trench will closely conform to the dimensions of the concrete section as indicated on the plans. After the screeds have been set and brought to the proper section a templet will be passed under them to see that a full section has been obtained. The metal excavated will be placed as directed and on completion that on the shoulders will be dressed off.

SHOULDERING EMBANKMENTS

Where the Engineer may deem necessary the embankments will be restored. The material will be borrowed at points selected by the Engineer. Where the average haul exceeds four hundred feet over haul will be paid. Borrow pits must be excavated to neat lines and must drain in the direction selected by the Engineer. Ragged work either in the embankment or borrow pit will not be accepted. Where the embankments are restored the existing fill will be trenched by plowing as directed by the engineer. The cost of this will be included in the unit price bid for shouldering embankments.

STEEL

The steel will be shipped to either Temple, Belton, or Midway. The Contractor will haul and place this fabric in the position for the steel as indicated on the plans.

EXPANSION JOINTS

At intervals of 120 lin. ft. expansion joints will be placed as shown on the plans. The four foot steel bars that comprise this joint will be heavily tarred and will have one end wrapped in tar paper.

HAULING

The Contractor will haul, and deposit the gravel, sand, cement, crushed stone and crushed limestone dust from the point of origin to a location designated by the Engineer who will ascertain the distance hauled by the nearest practical route and will pay for it to the quarter and fraction thereof.

LOADING

The Contractor will load the material and his unit price for hauling will include the cost of loading. In the case of sand, gravel or stone the price will be per cu. yd. In the case of cement the price will be per ton.

### FRENCH DRAINS

At the low points in the grade or where the Engineer may direct cross drains will be constructed. They will be excavated to dimensions directed by the Engineer and will then be filled with one man stones.

### CONCRETE

The concrete will be mixed in the following proportions:

One part cement

Two parts sand

Four parts gravel-

In all other details the Texas Highway Department Standard Specifications will govern.

When the Cement is delivered to the Contractor he will be held responsible for its protections from damage or loss. He will return the exact number of sacks, as those delivered to him, neatly bundled and ready for return shipment. The concrete will be finished to an exact level and the outside curb will be built to a true line. In the case of the invisible curbs a variation of one half inch will be allowed. After pouring the concrete will be cured by allowing water to trickle constantly over the surface for a period of twenty days. The materials furnished will be cleaned up as directed by the Engineer. When the Contractor will wet down the trenches immediately prior to placing the concrete.

ordered

### BRICK SURFACE

The treadways will be paved with brick of a type to be selected by the engineer. They will be set on a bed of stiff mortar approximately one-half inch thick composed of one part of cement and two parts of clean sharp sand. The edges will be grouted in with the same strength mortar. The joints will be filled with bitumen of a kind and penetration as directed by the Engineer. All brick will be laid to perfect level and true alignment. The price for laying these bricks will include that of unloading from cars, hauling to destination, unloading and piling in a careful manner. The Contractor will furnish heat, haul and apply the bitumen filler.

### CRUSHED STONE FILLER

On the completion of the treadways the centers will be filled with a hard broken limestone from which the fines have been removed, which has passed through a three inch screen. It will be placed, leveled off and rolled to the section directed. It shall be rolled by not less than a five ton tandem roller.

### LIMESTONE FILLER

After rolling has been completed the spaces between the crushed stone will be choked with limestone dust and worked through the whole by vibrating the mass with the roller while the dust is dry and in the form of powder. When the choking process has brought the dust to within one-half inch of the top of the stone the whole will be thoroughly wet down until the entire mass is saturated. At this point refilling of cave ins, etc will be done and the whole again thoroughly sprinkled. The Engineer may direct that the above specifications be altered as follows; Instead of choking the spaces between the crushed stone with plain limestone dust, the Contractor will mix the limestone dust dry with Portland Cement in the proportions as directed by the Engineer.

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In all other details the operation will be carried out as outlined above.

#### ASPHALT PENETRATION

On the completion of the substructure in accordance with the above specifications 100 penetration asphalt will be applied to the surface between the rails at a rate per square yard as directed by the Engineer and covered with a cover coat of  $\frac{1}{2}$  inch stone chips. A squeegee coat of the same asphalt will be applied to the brick treadways at the rate of  $\frac{1}{2}$  gallon per square yard and given a cover coat of sand. The asphalt will be applied in even sheets, at approximately 350- Fahrenheit, and when the temperature of the air is not lower than 70- F.

#### SPEED OF WORK

The Contractor will work continuously such force as may be agreed upon with the Engineer.

#### SETTLEMENT OF DIFFERENCES

Where a disagreement arises regarding any matter relating to this contract the matter shall be referred to the senior Engineer of the Highway Commission in Bell County, and his decision shall be final and binding on both parties.

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

GULF, COLORADO AND SANTA FE RAILWAY COMPANY

AND

STATE HIGHWAY DEPARTMENT OF THE STATE OF TEXAS.

AGREEMENT

Covering Undergrade Crossing  
at Mile Post 223 plus 2930.7 feet,  
near Midway, Bell County, Texas.  
Dated May 25, 1925.

- - -

AGREEMENT, Made this 25th day of May, 1925, between GULF, COLORADO and SANTA FE RAILWAY COMPANY, a Texas Corporation, hereinafter called "Railway Company", and STATE HIGHWAY DEPARTMENT OF THE STATE OF TEXAS, hereinafter called "Highway Department."

RECITALS:

Highway Department is engaged in the construction of a system of good roads in Bell County, Texas, and proposes to relocate one of said roads so that the center line thereof shall intersect and cross under Railway Company's main line at Mile Post 223 plus 2930.7 feet, between Temple and Belton in said county, the exact location of said undercrossing being shown in red on the print hereto attached, marked Exhibit "A" and made a part hereof. Highway Department also 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 223 plus 3548.1 feet, which crossing is shown in yellow on said Exhibit "A", all of which is agreeable to Railway Company upon the terms and conditions hereinafter set forth.

AGREEMENT:

ARTICLE I.

1. Railway Company, in consideration of the covenants of Highway Department, hereinafter contained, and the faithful keeping and performance thereof, grants permission to Highway Department to construct its highway across the right of way and under the tracks of Railway Company at Mile Post 223 plus 2930.7 feet, and to grade, pave and otherwise improve said road and to thereafter maintain and use the same as a public road.

2 - Railway Company, subject to the conditions and terms hereinafter expressed, agrees to join Highway Department in construction of the necessary structure at said point for the carrying of its tracks and the operation of its trains over the highway, said structures to be a Sixty-four (64) foot girder on concrete abutments with ballast deck, and to furnish material and labor as follows, at the estimated costs shown:

Piling (Foundation in place)	\$3,454.00
Bridge Material (for girder)	893.49
64 foot Girder (in place)	5,802.00
Steel Guard Rails and Points	215.00
Rock Ballast (for Girder)	32.50
Cement and Rock (for abutments)	3,160.00

Temporary Bridge (112 feet)	\$3,140.00
Move Cattle Guards	25.00
	<u>\$16,721.99</u>
Add 10% for contingencies	1,672.20
	<u>\$18,394.19</u>
Less Salvaged Bridge Material	800.00
Railway Company's proportion	<u>\$17,594.19</u>

3 - Railway Company agrees that if costs of labor and material shown in Section 2 of this Article amount to more than estimated costs shown, that Highway Department will not be expected to participate in such additional costs, also that it will not expect to participate in or derive any benefits from costs lower than those shown in Section 6, Article II.

#### ARTICLE II

Highway Department agrees:

1 - To maintain at its sole cost and expense that part of said highway located upon the right of way, and/or under the tracks of Railway Company in such manner that the same shall not at any time hinder or interfere with or obstruct the use by Railway Company of said right of way, railroad or tracks.

2 - To construct and thereafter maintain at its sole cost and expense such paving and surfacing as may be necessary upon that portion of said road or highway located on Railway Company's right of way.

3 - To provide and thereafter maintain at its sole expense any and all drainage facilities necessitated by the construction or maintenance of said undergrade crossing and/or said road or highway.

4 - To release and discharge Railway Company during the period of construction, to the extent that it may legally be liable, from any and all claims for liability because of loss of or damage to Highway Department's property and injury to or death of its employees and to indemnify and save harmless Railway Company from and against 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 of said undergrade crossing, structure and road or highway upon said right of way, and/or under said tracks.

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

6 - To furnish material and labor as follows, at the estimated costs shown:

Concrete (abutments) - (except cement and rock which Railway Company will furnish as per section 2, Article I)	\$9,340.00
Excavation (foundation)	968.75
Excavation (roadway)	2,460.00
Backfilling	120.00
Drainage (including right of way)	1,000.00
Paving highway	1,868.00
Curbing	160.00
	<u>\$15,916.75</u>
Add 10% for contingencies	1,591.68
Highway Department's proportion	<u>\$17,508.43</u>

7 - To not expect Railway Company to participate in any additional costs in the event costs of labor and material amount to more than estimated costs shown in Section 6, Article II, also that it



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

GULF, COLORADO AND SANTA FE RAILWAY COMPANY

AND

STATE HIGHWAY DEPARTMENT OF THE STATE OF TEXAS.

AGREEMENT

Covering Undergrade Crossing  
at Mile Post 225 plus 3008.1 feet,  
Belton Junction, Bell County, Texas.

Dated May 25, 1925

AGREEMENT, made this 25th day  
of May, 1925, between GULF, COLOR-  
ADO AND SANTA FE RAILWAY COMPANY, a  
TEXAS corporation, hereinafter called  
"Railway Company", and STATE HIGHWAY  
DEPARTMENT OF THE STATE OF TEXAS, here-  
inafter called "Highway Department."

RECITALS:

Highway Department is engaged in the construction of a system of good roads in Bell County, Texas, and proposes to relocate one of said roads so that the center line thereof shall intersect and cross under Railway Company's main line at Mile Post 225 plus 3008.1 feet in the City of Belton, Texas, in said County, the exact location of said undercrossing being shown in red on the print hereto attached, marked Exhibit "A" and made a part hereof. Highway Department also 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 225 plus 2908.1 feet, which crossing is shown in yellow in said Exhibit "A", all of which is agreeable to Railway Company upon the terms and conditions hereinafter set forth.

AGREEMENT:

ARTICLE I

1. Railway Company, in consideration of the covenants of Highway Department, hereinafter contained, and the faithful keeping and performance thereof, grants permission to Highway Department to construct its highway across the right of way and under the tracks of Railway Company at Mile Post 225 plus 3008.1 feet, and to grade, pave and otherwise improve said road and to thereafter maintain and use the same as a public road.

2. Railway Company, subject to the conditions and terms hereinafter expressed, agrees to join Highway Department in construction of the necessary structure at said point for the carrying of its tracks and the operation of its trains over the highway, said structure to be a Thirty-four (34) foot I-beam span on concrete abutments, with ballast deck, and to furnish material and labor as follows, at the estimated costs shown:

Piling (Foundation in place)	\$2,593.64
Bridge Material (for I-beam span)	371.14
Hardware	65.00
34 foot I-beam span	1,842 24

Guard Rails and Points	\$172.20
Rock Ballast (for I-Beam span)	17.50
Cement, Rock and Sand (for abutments)	2800.00
84 Foot OD Temporary Bridge	<u>2350.00</u>
	\$10,211.72
Less Salvage Bridge Material	<u>600.00</u>
	\$ 9,611.72
Add 10% for contingencies	<u>961.17</u>
Total Railway Company's proportion	\$10,572.89

3. Railway Company agrees that if cost of labor and material shown in Section 2 of this Article amount to more than estimated costs shown, that Highway Department will not be expected to participate in such additional costs, also that it will not expect to participate in or derive any benefits from costs lower than those shown in Section 6, Article II.

ARTICLE II.

Highway Department agrees:

- 1 - To maintain at its sole cost and expense that part of said highway located upon the right of way and/or under the tracks of Railway Company in such manner that the same shall not at any time hinder or interfere with or obstruct the use by Railway Company of said right of way, railroad or tracks.
2. To construct and thereafter maintain at its sole cost and expense such paving and surfacing as may be necessary upon that portion of said road or highway located on Railway Company's right of way.
3. To provide and thereafter maintain at its sole expense any and all drainage facilities necessitated by the construction or maintenance of said under-grade crossing and/or said road or highway.
4. To release and discharge Railway Company, during the period of construction to the extent that it may legally be liable, from any and all claims for liability, because of loss of or damage to Highway Department's property and injury to or death of its employees and to indemnify and save harmless Railway Company from and against all claims for liability because of loss of or damage to property and injury to or death of persons growing out of, arising from and in any wise incident to the construction of said under-grade crossing, structure and road or highway upon said right of way and/or under said tracks.
5. Upon the expiration or any termination of this license to promptly close said undergrade highway crossing so that the same shall not and can not again be used by the public as a highway.
6. To furnish material and labor as follows,

at the estimated costs shown:

Concrete (abutments) (Except cement rock and sand which Railway Company will furnish as per Section 2, Article I)	\$6,440.00
Excavation (foundation)	500.00
Excavation (roadway)	1,050.00
Backfilling	105.00
Drainage	1,000.00
Paving Highway	<u>568.00</u>
	\$9,663.00
Add 10% for contingencies	<u>966.30</u>
Total Highway Department proportion	\$10,629.30

7. - To not expect Railway Company to participate in any additional costs in the event costs of labor and material amount to more than estimated costs shown in Section 6, Article II, also that it will not expect to participate in or derive any benefits from costs lower than those shown in Section 2, Article I.

ARTICLE III.

The parties mutually agree:

1. That this license shall be effective as of May 25th, 1925, 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 Company in any manner whatsoever, in the use or operation of its said railroad. If said Highway shall at any time or in any manner hinder, obstruct or interfere with Railway Company in the use or operation of said railroad, Highway Department will within Ten (10) days after receipt of written notice from Railway Company do whatever may be necessary to remedy such condition and failing so to do, within said time, Railway Company may perform such work as in its judgment may be necessary to remedy such conditions and Highway Department will within Thirty (30) days after receipt of bill repay Railway Company the full cost of such work or Railway Company may terminate this license forthwith. Upon such termination Highway Department's rights hereunder shall absolutely cease and determine.

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

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

(Signed) GULF, COLORADO AND SANTA FE RAILWAY COMPANY

ATTEST:

By

Its

\_\_\_\_\_  
Secretary

ATTEST:

(Signed) STATE HIGHWAY DEPARTMENT OF THE STATE OF TEXAS

(Signed) Eugene T. Smith, Secretary

By FRANK V. LANHAM  
Its Chairman

Approved as to Description

( Signed)  
G . L. Marick  
for Chief Engineer.