



6555 Sierra Drive
Irving, TX 75039
Phone 888.399.5501

13,207(2)

**ENROLLMENT FOR ELECTRIC SERVICE
LETTER OF AUTHORIZATION**

Business Secure - QUOTED
Offer Date : 06/13/2014
Price Request Number : 60140074

ALL FIELDS REQUIRED FOR ACCEPTANCE

COMPANY NAME:	HUNT COUNTY		
TYPE OF ENTITY: (SELECT ONE)	<input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit Corporation	<input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Partnership <input type="checkbox"/> General Partnership <input type="checkbox"/> Association <input type="checkbox"/> Other
BILLING NAME:	HUNT COUNTY		
BILLING ADDRESS:	115 E MAIN ST	CITY: WOLFE CITY	State: TX Zip: 75496-3104
PHONE #:	(903) 408-4292	FAX #:	(903) 408-4242
CONTACT NAME:	DIANNE TERRY CHERYL BLUE		E MAIL:
TAX EXEMPT: (SELECT ONE)	<input type="checkbox"/> No <input type="checkbox"/> Yes (If Yes, please request and send us a copy of the completed TXU Energy Tax Exemption certificate)		
LANGUAGE PREFERENCE: (SELECT ONE)	<input type="checkbox"/> English <input type="checkbox"/> Spanish	FEDERAL TAX ID #, or LAST 4 #'s OF SOCIAL SECURITY NUMBER IF SOLE PROPRIETORSHIP	1017

Charges for Electricity

Minimum Term	36 Months
Agreement Start Date	10/14/2014
Energy Charge	\$0.0760000 per Kilowatt hour.
Demand Charges	Not Applicable
Base Charge	\$7.90 per meter/ESI ID per month.
TDU Delivery Charges	Transmission and Distribution Utility provider ("TDU") charges for delivering electricity will be passed through to customer with no increase.
Early Cancellation Fee	You may be charged an early cancellation fee equal to the greater of one-sixth of the total estimated billing for the remainder of the term for electric service per ESI ID or \$300 per ESI ID.
Credit and Deposit	Initial deposit of \$0.00 required in order to enroll. See terms of Service Agreement for additional Information.
Total Price	Based upon the above listed Charges the estimated average total price is \$0.12677 per kWh. This price disclosure is based on your estimated usage -- your actual total price for electric service will depend upon your monthly usage.
Taxes	Applicable state and local sales taxes and reimbursement for the state gross receipts tax are not included in the average total price and will be billed each month based on your total electric bill.
Non-Recurring Fees	Your price does not include any non-recurring fees which may be charged by the TDU or other TXU Energy service fees. If applicable such fees would be listed separately on your bill. The TDU may charge for a special meter reading if you request a start date that falls on any date outside of the Standard Switch period for that ESI ID. TXU Energy does not charge any switching fees other than those that may be charged by the TDU and passed through to you.

V050510

FILED FOR RECORD
at 12:02 o'clock P M

JUN 24 2014

JENNIFER LINDENZWEIG
County Clerk - Hunt County, Tex.
By *Jennifer Lindenzweig*

BP# 12046880
Quote# 60140074



6555 Sierra Drive
Irving, TX 75039
Phone 888.399.5501

**ENROLLMENT FOR ELECTRIC SERVICE
LETTER OF AUTHORIZATION**

Business Secure - QUOTED
Offer Date : 06/13/2014
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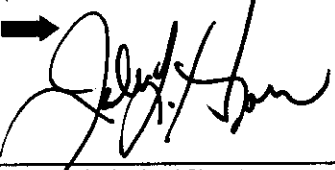
ESI ID	Service Address
10443720004722978	2020 GILMER ST CADDO MILLS TX 75135-6900
10443720004965953	115 E MAIN ST WOLFE CITY TX 75496-3104
10443720004870879	112 E MAIN ST QUINLAN TX 75474-9700

Please check here to verify that the above listed ESI ID(s) are the correct service locations for which you wish to establish new service with TXU Energy, change from your current retail electric provider (REP) to TXU Energy, or change the electric product you are receiving from TXU Energy.

I understand that if I am switching to TXU Energy, I have a right to review, and rescind the Terms of Service Agreement without penalty within three (3) federal business days (includes Saturdays) of receiving the Terms of Service Agreement, Electricity Facts Label, and Your Rights As A Customer document. The written copy of the Terms of Service Agreement explains all of the terms of the agreement and provides details on how to exercise the right of rescission, if applicable.

The term for each ESI ID will begin and end on each ESI ID's first regularly scheduled meter read on or after the Agreement Start Date, or as soon thereafter as practicable. I understand that if I decide to enroll the ESI IDs referenced in this letter of authorization with a different retail electric provider prior to the effective date of this enrollment with TXU Energy I will be subject to any applicable early cancellation fees.

By signing below, I acknowledge that I have read and understand this Letter of Authorization and the associated terms of service for the product for which I am enrolling. I wish to establish new service with TXU Energy, change from my current retail electric provider (REP) to TXU Energy, or change the electric product I am receiving from TXU Energy. I authorize TXU Energy to act as my agent to perform the tasks necessary to switch or establish my electric service with TXU Energy on the electric product described herein. My authorization covers the ESI ID(s)/service location(s) listed in this Letter of Authorization. I am at least eighteen (18) years old and am legally authorized to select or change retail electric providers and electric products for the location(s) listed on this Letter of Authorization.

(SIGN, PRINT NAME, TITLE & DATE)			
	JOHN L. HORN	COUNTY JUDGE	6-23-2014
Authorized Signature	Print Name	Title	Date

V050510

Sales Rep : Karen Miranda

To accept the terms of the offer identified in this Letter of Authorization, please sign and date in the signature field above. This document must be properly signed and returned to TXU Energy on the same day of the offer in order for this offer to be accepted by TXU Energy and for your request for service to be accepted and processed.

Please fax all pages of this offer to TXU Energy at: **(877) 578-3557**

BP# 12046880
Quote# 60140074

2014
Hunt County Sheriff
Surplus Equipment Auction

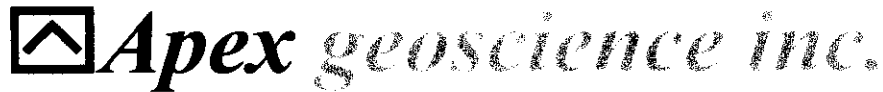
#13,207(3)

FILED FOR RECORD
at 12:00 o'clock P M

JUN 24 2014

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By *Jennifer Lindenzweig*

YEAR	MAKE	MODEL	VIN#	C. TAG#
2004	FORD	CROWN VIC	2FAHP71414X140632	00389
2006	CHEVROLET	IMPALA	2G1WS551369341516	13494
2004	FORD	CROWN VIC	2FAHP71W24X140638	00386
2000	FORD	RANGER	1FTYR10U21PA25542	09720
1998	FORD	MUSTANG CONVERTIBLE	1FAFP4444VWF126027	00546
2002	FORD	CROWN VIC	2FAFP71W92X143377	08168
2004	FORD	CROWN VIC	2FAHP71W94X140636	00384
2001	CHEVROLET	TAHOE	1GNEC13T61R133312	00547
2004	BMW	325CI	WBABD33404PL04470	00550
1995	FORD	CROWN VIC	2FALP73W9SX146022	07098
1992	CADILLAC	DEVILLE	1G6CD53BXN4320831	00549
2006	FORD	CROWN VIC	2FAFP71W27X110888	13510
2004	FORD	CROWN VIC	2FAHP71W34X140633	00387
2003	INFINITI	G35	JNKCB51E73M003012	00551
2005	FORD	CROWN VIC	2FAFP71W95X123585	13466
2003	FORD	CROWN VIC	2FAFP71W13X124954	13386
2002	FORD	VAN	1FBSS31L52HA44484	13372
2009	DODGE	CHARGER	2B3LA43T79H537028	13569
2007	FORD	CROWN VIC	2FAFP71W07X110887	13514



ENVIRONMENTAL GEOTECHNICAL ENGINEERING MATERIALS TESTING

#13,207 (4)

1009 Oakmead Drive
Arlington, Texas 76011
Telephone 800.755.8461
Facsimile 855.581.8081

June 17, 2014

Mr. David Chase, AIA LEED AP
ARCHITEXAS
1907 Marilla, 2nd Floor
Dallas, Texas 75201
Email: dchase@architexas.com

FILED FOR RECORD
at 12:22 o'clock P
JUN 24 2014
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.

**Reference: Proposal for Construction Materials Testing
Hunt County Courthouse Exterior Stair Restoration
Greenville, Texas
Proposal No.: P1407-505**

Dear Mr. Chase:

Apex Geoscience Inc. (Apex) is pleased to submit this proposal to provide construction materials testing services for the Hunt County Courthouse Exterior Stair Restoration in Greenville, Texas. This proposal was requested by Mr. David Chase, AIA with ARCHITEXAS in an e-mail communication to Mr. Randy Deatherage, EIT of Apex dated Friday, June 11, 2014. It is our understanding that Hunt County is the client for these services.

Scope of Services

This proposal is intended to satisfy the construction quality control and materials testing requirements in general accordance with the requirements outlined in the project plans and specifications. Based upon our review of the project documents, as well as previous project experience, we have prepared this proposal and associated cost estimate. Apex is capable of providing qualified technical personnel with the necessary expertise to perform field observations, sampling and testing and laboratory testing of materials under the general supervision and review of a registered professional engineer qualified by training and experience in geotechnical and materials engineering. A description of the estimated work units and quantities required to satisfy the project requirements is presented in Table 1.

Performance Schedule and Adequacy of Services

Depending on project timeline, phasing, and scope of services, the range of construction materials testing activities may require Apex personnel to be present at the site on an intermittent or "call-out" basis. During call-out phases, the Client or an authorized representative such as an

approved contractor or subcontractor, will be responsible for notifying Apex at least 24 hours in advance to schedule services and for determining and ordering adequate quality control or quality assurance services. Technicians will be dispatched from our Arlington, Texas office accordingly.

As is customary on many projects, Apex's scope is stipulated or limited by the Client's representative regardless of the level of observations and tests required by the project specifications. Consequently, total CMT costs will be commensurate to that which is requested.

Apex cannot be responsible for discovery of material defects or defective workmanship in constructed elements not observed or tested.

Fees

It is proposed that the fees for the performance of the services outlined herein be determined on a unit rate basis in accordance with the attached Rate Schedule which is incorporated into and made a part of this proposal.

As outlined in Table 1 and based on a review of the available project documents, Apex suggests an approximate budget of **SIX THOUSAND NINE HUNDRED AND SEVENTY-NINE DOLLARS (\$6,979.00)** be considered for this project. This cost is based on estimated quantities and will vary based on the actual services performed. After reviewing this proposal, an additional contingency amount should be applied to this budget amount to account for any testing not quantified in this proposal. Alternatively, Apex will be happy to modify this proposal to meet your project needs and budgetary constraints.

Terms and Conditions, Form of Agreement

Services will be performed in accordance with the attached General Conditions, which are incorporated into and made a part of this proposal.

Closure

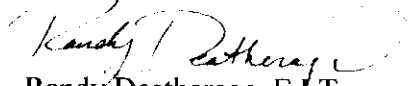
After reviewing this proposal, if it is to your satisfaction, please sign and return one copy to our office as notification of acceptance and authorization to proceed. Apex will not release any written reports until we have received a signed agreement. Ordering services from Apex constitutes acceptance of the terms of this proposal. Should a differing services contract be subsequently proposed by the Client, it will be subject to review and acceptance by Apex and services provided by Apex will remain under this proposal (including the attached General Conditions) unless a replacement agreement acceptable to Apex is executed by both parties.

When returning the proposal, please complete applicable items on the attached Project Data Sheet so that we may best serve you and your project.

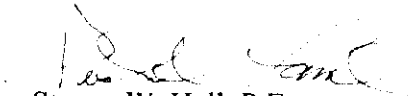
We look forward to serving you on your project. Your services manager for this project will be Mr. Randy Deatherage, (940) 232-2003; for engineering support, contact Mr. Steven Hall, P.E (903) 580-8080. If you have any questions, do not hesitate to contact them at any time. Additionally, we welcome the opportunity to sit down and discuss this proposal with you in greater detail.

Respectfully,

Apex geoscience inc.



Randy Deatherage, E.I.T.
Project Engineer



Steven W. Hall, P.E.
Vice President, Construction Services

Attachments: Rate Schedule
 Project Data Sheet
 General Conditions

Apex Geoscience Inc. Registration No. F-3179 Expires 1/31/2015
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Table 1. Estimated Cost for Construction Materials Quality Control for the Hunt County Courthouse Exterior Stair Restoration; Greenville, TX

Description	Estimated Quantity	Unit Cost (\$)	Extended Costs (\$)
Helical Pier Installation Observations			
Engineering Technician (2 Hr. Min)	16	\$42.50	\$680
Trip Charge (134 miles at \$0.65/mi)	2	\$87.10	\$174
SUBTOTAL			\$854
Concrete Testing for Landing, Beams, Sidewalk, Stairs, and Retaining walls			
Engineering Technician (2 Hr. Min)	35	\$42.50	\$1,488
Compressive Strength (7 Cyl. Per Set)	7	\$112.00	\$784
Cylinder Pickup (3 Hrs Tech + Trip Charge)	7	\$214.60	\$1,502
Trip Charge (134 miles at \$0.65/mi)	2	\$87.10	\$174
SUBTOTAL			\$3,948
Observation of Reinforcing Steel			
Engineering Technician (2 Hr. Min)	21	\$42.50	\$893
Trip Charge (134 miles at \$0.65/mi)	7	\$87.10	\$610
SUBTOTAL			\$1,502
Miscellaneous			
Clerical/Support Staff (0.4 hrs/report)	15	\$45.00	\$675
SUBTOTAL			\$675
Total for Estimated Services			\$6,979

Notes:

1. Based on previous project experience, we have assumed that the helical piles can be installed in two days.
2. Based on previous project experience, we have estimated the Landing, Beam, Stairs and Sidewalks, and retaining walls will be placed in seven (7) pours each less than 100 cubic yards. Finally, we have included that one set of seven (7) 4" x 8" concrete test specimen for each placement.
3. We have included seven (7) trips to observe the mild reinforcing steel.

ACCEPTANCE AND AUTHORIZATION Upon acceptance, this proposal constitutes the agreement between Apex and the Client.

AGREED TO, THIS 23 DAY OF June, 2014.

BY: [Signature]
(Signature)

John L. Horn
(Printed)

TITLE: County Judge

ENTITY: Hunt County

BY SIGNING ABOVE, YOU WARRANT AND AFFIRM THAT YOU HAVE THE AUTHORITY TO BIND THE CLIENT AND YOU HEREBY BIND THE CLIENT TO MAKE PAYMENT TO APEX GEOSCIENCE INC, 2120 BRANDON DRIVE, TYLER, TEXAS 75703. FOR ALL SERVICES PROVIDED UNDER THE TERMS OF THIS AGREEMENT.

PROJECT DATA SHEET

- 1. Project Name: _____
- 2. Project Location: _____
- 3. Your Job No: _____ Purchase Order No: _____
- 4. Project Manager: _____ Telephone No: _____

In consideration of sustainability, when you sign up for email distribution your company will be offered the opportunity to sign up for internet access to your project's reports at reports.apexgeo.com.

5. Distribution of Reports:

Company: _____ Company: _____
Address: _____ Address: _____

No. of copies _____	Email () Mail () Fax ()	No. of copies _____	Email () Mail () Fax ()
Attention: _____		Attention: _____	
Email Address: _____		Email Address: _____	
Telephone No.: _____		Telephone No.: _____	
Facsimile No.: _____		Facsimile No.: _____	

Company: _____ Company: _____
Address: _____ Address: _____

No. of copies _____	Email () Mail () Fax ()	No. of copies _____	Email () Mail () Fax ()
Attention: _____		Attention: _____	
Email Address: _____		Email Address: _____	
Telephone No.: _____		Telephone No.: _____	
Facsimile No.: _____		Facsimile No.: _____	

6. Invoicing Address: _____

Attention: _____
Telephone No.: _____ Facsimile No.: _____
Email Address for e-billing: _____

7. Site Contact: _____ Telephone No.: _____
Company: _____

Apex geoscience inc.

CONSTRUCTION MATERIALS TESTING RATE SCHEDULE

HOURLY SERVICES:

	<u>Unit</u>	<u>Unit Price</u>
Engineering Technician (2 hour minimum)	per hour	\$ 42.50
Project Engineer	per hour	\$ 105.00
Project Manager	per hour	\$ 80.00
Clerical/Support Staff (see note 4 below)	per hour	\$ 45.00
NDT Steel Testing Specialist - Welds (5 hour minimum)	per hour	\$ 75.00
CWI Structural Steel Observations (5 hour minimum)	per hour	\$ 65.00
Coring 2-man Crew (3 hour minimum)	per hour	\$ 100.00
TxDOT-Certified HMA Technician (Level 1A)	per hour	\$ 48.50
TxDOT-Certified HMA Technician (Level 1B)	per hour	\$ 55.00

LABORATORY SERVICES:

Soils

Atterberg Limits (ASTM D 4318)	per test	\$ 50.00
Atterberg Limits w/Lime or Cement	per point	\$ 60.00
Soil Classification (Atterberg, Moisture Content, Percent Finer than No. 200 Sieve)	per test	\$105.00
Bar Linear Shrinkage of Soils	per test	\$ 30.00
Moisture/Density Relationships (ASTM D 698)	per test	\$ 155.00
Moisture/Density Relationships (ASTM D 1557, TEX 113)	per test	\$ 175.00
Moisture Content of Soils (ASTM D 2216)	per test	\$ 15.00
Percent Finer than No. 200 (ASTM D 1140)	per test	\$ 40.00
Sieve Analysis (ASTM C 117 with D1140)	per test	\$ 55.00
California Bearing Ratio (ASTM D 1883)	per point	\$ 250.00
Organic Content (ASTM D 2974)	per test	\$ 75.00
Unconfined Compressive Strength	per point	\$ 75.00
pH of Soil (ASTM D 4972)	per test	\$ 65.00
Soluble Sulfates (TEX-145/146)	per test	\$ 85.00
Permeability (ASTM D 5084)	per test	\$ 330.00
Free Swell Potential (ASTM D 4546)	per test	\$ 80.00
Grain Size Analysis, Hydrometer (ASTM D 422)	per test	\$ 125.00
Tri-axial Classification	per test	\$ 750.00
Soil Resistivity (ASTM G 187)	per test	\$100.00

Aggregates

Sieve Analysis, Fine/Coarse (ASTM C 117, TEX-200-F)	per test	\$ 60.00
Resistance to Abrasion (ASTM C 131/535)	per test	\$ 175.00
Wet Ball Mill (TEX-116-E)	per test	\$ 175.00
Tri-axial Classification (TEX-117-E)	per test	\$ 1,800.00
Clay Lumps & Friable Particles (ASTM C 142)	per test	\$ 45.00
Sulfate Soundness (ASTM C 88, 5 cycles)	per test	\$ 400.00
Flat & Elongated Pieces (ASTM D 4791)	per test	\$ 90.00
Lightweight Particles (ASTM C 123)	per test	\$ 31.50
Moisture Content (ASTM C 566)	per test	\$ 15.00
Sand Equivalent Value (ASTM C 2419)	per test	\$ 70.00
Specific Gravity & Absorption (ASTM C 127/128)	per test	\$ 45.00
Unit Weight & Voids (ASTM C 29)	per test	\$ 60.00
Preparing Flexible Base for Testing	per sample	\$ 125.00

Concrete

Compressive Strength (ASTM C 39)	per cylinder	\$ 16.00
Grout/Mortar Testing (3 sample minimum, ASTM C 109/1019/270)	per sample	\$ 20.00
Flexural Strength (ASTM C 78)	per beam	\$ 30.00
Masonry Prism Testing (3 sample minimum, ASTM C 1314)	per sample	\$ 100.00
Core Compressive Strength (including sawing & cap) (ASTM C 42)	per core	\$ 55.00
Length Change of Hardened Concrete (ASTM C 157/490)	per beam	\$ 50.00

Apex geoscience inc.

CONSTRUCTION MATERIALS TESTING RATE SCHEDULE

LABORATORY SERVICES:

Concrete (Cont.)

	<u>Unit</u>	<u>Unit Price</u>
LW Concrete Unit Weight (ASTM C 567)	per cylinder	\$ 50.00
Mix Design Trial Batch Verification (ASTM C 94)	per batch	\$ 650.00
Organic Impurities (ASTM C 40)	per test	\$ 45.00

Bituminous Materials

Bulk Specific Gravity/Density (ASTM D 1188/4013)	per test	\$ 40.00
Bulk Specific Gravity/Density of Cores (ASTM D 2726)	per test	\$ 40.00
Core Density and Thickness (ASTM D 1188/3549)	per test	\$ 20.00
Ignition Oven/Gradation (ASTM D 2172, TEX-200/210-F)	per test	\$ 145.00
Micro-Deval (TEX 461-A AASHTO TP58-00)	per test	\$ 200.00
Marshall Flow, Stability & Density (ASTM D 1559)	per test	\$ 175.00
Theoretical Maximum Specific Gravity (ASTM D 2041)	per test	\$ 80.00
<i>Note: For samples requiring splitting, add \$ 10.00 each.</i>		
HMAC Mix Design (TxDOT Item 341)	each	\$3,000.00
Hamburg Wheel Test (TEX – 242 – F)	per test	\$500.00

FIELD SERVICES:

Nuclear Moisture/Density Gauge (charged once daily)	per day	\$ 55.00
Unit Weight & Yield (ASTM C 138)	per test	\$ 20.00
Air Content of Freshly Mixed Concrete (ASTM C 173/231)	per test	\$ 20.00
Coring Rig (with miscellaneous supplies)	per day	\$ 200.00
Diamond Coring Bit (up to 6" diameter)	per core	\$ 10.00
<i>Note: For larger cores, rate is an additional \$ 2.00 per inch diameter, per inch depth.</i>		
Fireproofing Adhesion/Cohesion (3 test min. ASTM E 736)	per test	\$ 50.00
Fireproofing Thickness/Density (3 test min. ASTM E 605)	per test	\$ 50.00
Floor Flatness/Levelness Testing	per sq. ft.	\$ 0.05
R-Meter	per day	<i>Call for Quote</i>
Concrete Plant Inspection	each	<i>Call for Quote</i>

OTHER:

Materials & Supplies	cost plus	15.0%
Mileage Reimbursement (see note 6 below)	per mile	\$ 0.65
Per Diem (additional charge if hotel rate including tax exceeds \$75.00)	per day	\$ 150.00
Trip Charge (local within 27 miles of Apex office, see note below)	per trip	\$ 35.00

NOTES:

1. Overtime rate of 1.5 times the regular hourly rate will be charged for hours worked before 6:00 a.m., after 6:00 p.m., greater than eight (8) hours per day, or greater than forty (40) hours per week. All laboratory and field services performed on Saturday or Sunday will be billed at 1.5 times the regular hourly rate. All services performed on holidays will be billed at 2.0 times the regular rate.
2. All hourly field services are charged portal-to-portal from our local office. Minimums and trip charges will apply to all service calls including sample/specimen pick-ups.
3. Additional tests or services performed not listed in this fee schedule will be quoted upon request.
4. Clerical staff time will be billed at 0.4 hours per report (standard), and will increase relative to report data complexity in increments of 0.1 hours.
5. Should client request services that require special training, Apex shall be reimbursed for the costs of such training.
6. Fuel surcharge may be applied with an increase in base fuel cost.

GENERAL CONDITIONS

1. DEFINITIONS AND SCOPE OF WORK: "Apex" when used herein means Apex Geoscience, Inc. "Work" means the specific engineering design, geotechnical, environmental or other service(s) to be performed by Apex for client as expressly defined in Apex's proposal or work order, which scope may be modified in writing by mutual agreement of the parties from time to time. "Agreement" means Apex's proposal or work order. Apex's Schedule of Fees, client's written acceptance thereof and these General Conditions. "Client" means the person or business entity ordering the Work to be done by Apex. If Client is ordering Work on behalf of another, Client represents and warrants that Client is the duly authorized agent of such third party for the purpose of ordering and directing said Work. Client will remain a guarantor of payment for such third party and in such case. Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by Client are adequate and sufficient for Client's intended purpose. Client assumes the risk and agrees to indemnify Apex from all third-party liabilities relative to Client transmitting any part of Apex's Work to third parties or such third parties reliance on the Work.

2. RESPONSIBILITY: Work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of manufacturing or construction, nor evaluating, reporting or affecting job conditions concerning health, safety or welfare, unless specifically required in the scope of Work. Apex's Work, or failure to perform same, shall not in any way impose any liability upon Apex for Client's, or any of its contractors, subcontractors or suppliers, improper performance or failure to perform under any other contractual arrangement.

3. OWNERSHIP OF DOCUMENTS: All documents including drawings, reports and specifications prepared or furnished by Apex, or its employees, independent professional associates or consultants is and shall remain the property of Apex. Any reuse or use by others without the written consent of Apex is prohibited.

4. OPINIONS OF COST: In the event that Apex provides opinions of projected costs for construction or environmental remediation services of others, Apex cannot and does not guarantee such projected costs. Such opinions of projected cost are merely estimates and actual costs may vary, in that Apex has no control over the cost of labor, materials, equipment or services furnished by others or over the contractor(s)' methods of determining prices or performing work, or over competitive bidding or market conditions.

5. HAZARDOUS MATERIALS: In the event Apex's Work specifically includes visual observation, laboratory analyses or physical testing of samples of subsurface and other materials for the purpose of detection, quantification or identification of the extent, if any, of contamination of subsurface soils or ground water by "hazardous materials", being those materials defined as such by RCRA, CERCLA or within any Federal or State statute or regulation, nothing contained in this Agreement shall be construed or interpreted as requiring Apex to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA or within any Federal or State statute or regulation governing the generation, handling, transport, treatment, storage and disposal of hazardous materials. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of hazardous materials.

6. SCHEDULING OF WORK: Apex will endeavor to accomplish the Work in a timely manner. If Apex is required to delay any part of its Work to accommodate the requests or requirements of Client, regulatory agencies or third parties, or due to any causes beyond the direct reasonable control of Apex, additional charges may apply, which Client agrees to pay.

7. SITE ACCESS, RESTORATION AND DUTY TO NOTIFY: Client will arrange and provide access to each site upon which Apex is to perform Work. In the event Work is required on any site not owned by Client, Client represents and warrants to Apex that Client has obtained all necessary permissions for Apex to enter upon the site and conduct its Work. Client shall, upon request, provide Apex with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in a form acceptable to Apex. Any Work performed by Apex on the property of others shall be deemed as being done on behalf of Client and Client agrees to assume all risks thereof. Apex shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of the Work; however, any costs related to restoration of damage which may occur is not included in Apex's price of Work. If Client or the possessor of any interest in any site desires that Apex restore the site to its former condition, upon written request of Client and after agreement of Apex, Apex will perform such additional work as is necessary and Client shall pay Apex all costs for such work plus mark-up for overhead and profit. Apex is under no obligation to inform other parties of its activities or discoveries, and Client recognizes that knowledge of suspected or actual conditions at the site may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against Client and/or others. Client hereby releases Apex from any liability relative to such occurrences and shall defend, indemnify and hold Apex harmless from any and all claims, losses or damages related thereto.

8. CLIENT'S DUTY TO NOTIFY APEX: Client represents and warrants that he has advised Apex of any known or suspected hazardous materials, utility lines, underground or overhead structures, and pollutants at any site at which Apex is to do Work, and except to the extent Apex has agreed in writing to assume the responsibility for locating subsurface objects, structures, lines or conduits, CLIENT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD APEX HARMLESS FROM ALL CLAIMS, SUITS, LOSSES, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES ("DAMAGES") AS A RESULT OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE RESULTING FROM OR CAUSED BY CONTACT WITH SUBSURFACE OR LATENT OBJECTS, STRUCTURES, LINES OR CONDUITS EXCEPT TO THE EXTENT SUCH DAMAGES SHOWN TO HAVE BEEN CAUSED BY APEX'S NEGLIGENCE.

9. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS: Certain information may be obtained by observation, analysis and testing of sample materials and may be reported on boring logs or other test reports. Such information may be evidence with respect to the detection, quantification and identification of pollutants, but any inference or conclusion based thereon is merely an opinion and shall not be construed as a representation of fact. Groundwater levels and composition may vary due to seasonal and climatic changes and extrinsic conditions and, even when sampling and testing are conducted over an extended period of time, pollutants contained therein may escape detection. A site at which pollutants are not found to exist or at the time of inspection do not in fact exist, may later, due to intervening causes such as natural ground water flows or human intervention, become contaminated. There is a risk that sampling techniques may themselves result in contamination of certain subsurface areas such as when a probe or boring device moves through a contaminated area linking it to an aquifer, underground stream or other hydrous body not previously contaminated. Because the risks set forth in this paragraph may be unavoidable and because the sampling techniques to be employed are a necessary aspect of Apex's Work on Client's behalf, Client agrees to assume these risks and hereby releases Apex from any liability relative to same.

10. DISCOVERY OF UNANTICIPATED POLLUTANTS: The discovery of certain pollutants may make it necessary for Apex to take immediate measures to protect health and safety. Client agrees to reimburse Apex for all expenses of implementing such measures. Apex agrees to notify Client should such pollutants be suspected or discovered.

11. SOIL AND SAMPLE DISPOSAL: Unless otherwise agreed in writing, soils known at the time to be contaminated will be placed in containers, labeled and left on the site for proper disposition by Client.

12. WARRANTY: Apex's will perform its Work in accordance with this Agreement and with that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the community. If during the one (1) year period following completion of the Work, it is shown that those standards have not been met, and Client has promptly notified Apex in writing of such failure, Apex shall perform, at its expense, such corrective services as may be necessary within the original scope of the Work to remedy such deficiency. ALL WARRANTIES OF ANY NATURE MADE BY APEX IN CONNECTION WITH THE WORK ARE LIMITED TO THOSE SET FORTH IN THIS ARTICLE 12. APEX DISCLAIMS ALL STATUTORY, ORAL, EXPRESSED OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR TRADE USAGE.

13. INDEMNITY AND LIABILITY: Subject to the limitations provided in this Agreement, Apex agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of the Work to the extent caused by the negligence of Apex. Likewise, Client agrees to indemnify and hold Apex harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of the Work and to the extent caused by the negligence of Client.

APEX'S CUMULATIVE LIABILITY ARISING OUT OF OR IN ANY MANNER RELATED TO ITS PERFORMANCE OF THE WORK UNDER THIS AGREEMENT SHALL NOT EXCEED \$25,000.00 OR THE TOTAL AMOUNT OF 200% OF THE AMOUNTS PAID TO APEX FOR THE WORK PERFORMED HEREUNDER, WHICHEVER AMOUNT IS LESS. APEX SHALL NOT BE RESPONSIBLE OR HELD LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIABILITY FOR LOSS OF USE OF ANY EXISTING PROPERTY, LOSS OF PROFITS, LOSS OF PRODUCT OR BUSINESS INTERRUPTION. CLIENT HEREBY RELEASES APEX FROM ANY LIABILITY IN EXCESS OF THAT PROVIDED IN THIS PARAGRAPH, HOWEVER THE SAME MAY ARISE WHETHER IN CONTRACT, TORT, STATUTE, EQUITY OR OTHER THEORY OF LAW (INCLUDING, BUT NOT LIMITED TO, THE BREACH OF ANY LEGAL DUTY OR THE FAULT, NEGLIGENCE OR STRICT LIABILITY OF APEX) AND THIS PARAGRAPH APPLIES NOTWITHSTANDING ANYTHING TO THE CONTRARY UNDER THIS AGREEMENT. THE REMEDIES PROVIDED CLIENT UNDER THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REMEDIES WHICH MAY BE OR BECOME AVAILABLE AT LAW OR IN EQUITY.

14. PAYMENT: Client shall be invoiced periodically for Work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of the invoice date. Client further agrees to pay interest on all amounts invoiced and not paid within said thirty (30) day period at the maximum interest rate permitted under applicable law, until paid, except to the extent such invoice is objected to for valid cause in writing. Client agrees to pay Apex's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Apex shall not be bound by any provision or agreement conditioning Apex's right to receive payment for its Work upon payment to Client by any third party.

15. TERMINATION: This Agreement may be terminated by either party upon thirty (30) days prior written notice. In the event of termination, Apex shall be compensated by Client for all Work performed up to and including the termination date, including reimbursable expenses as per the Apex Rate Schedule.

16. WITNESS FEES: Apex's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay Apex at a rate two times Apex's then current fee schedule for any Apex employee subpoenaed by any party as an occurrence witness as a result of Apex's Work.

17. ENTIRE AGREEMENT, TITLES AND CONTROLLING LAW: This Agreement contains the entire understanding between the parties and may be amended, modified or terminated only by a written instrument signed by both parties. In the event any of the provisions of these general conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable. The titles or paragraph headings used in this Agreement are for general reference only, are not part of the Agreement, and shall not be construed as establishing or limiting the meaning of the provisions contained herein. The failure of either party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right. This Agreement shall be subject to the law and jurisdiction of the State of Texas, without application of principles of conflicts-of-laws. Venue shall be proper only in the courts of Smith County, Texas.

18. CERTIFICATION STATEMENTS: Any "certification statement" as a result or conclusion of Apex's services, as may be requested by the Client or third parties for legal, loan, real estate and other purposes, will be provided upon request, at additional charge, at the sole discretion of Apex. In providing such a "certification", Apex will state only what, in its professional opinion, is reasonably supported by available data and related analyses. When "certification statements" are provided by Apex, standardized language (if requested to be used by the Client, its agents or third parties) will be modified by Apex as necessary, at its sole discretion. Refusal by Apex to use certain standardized language, words and phrases in "certification statements" shall neither constitute incomplete services by Apex, nor relieve Client of its obligation to compensate Apex in full for services provided hereunder.

20. CONTINUITY OF SERVICES: Apex shall not be responsible for implementation of its geotechnical recommendations if not retained to adequately field verify same during the construction of the project, and Client hereby releases Apex from such liability EVEN IF SUCH LIABILITY ARISES FROM THE NEGLIGENCE OF APEX.

STATE OF TEXAS
COUNTY OF HUNT

#13,208

FILED FOR RECORD
at 12:00 o'clock P M
JUN 24 2014
JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By [Signature]

FUNDING AGREEMENT

This Funding Agreement (“Agreement”) is entered into by and between the State of Texas, acting by and through the Texas Historical Commission (“Commission”) and Hunt County, a political subdivision of the State of Texas (“County”).

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby contract, covenant, and agree as follows:

**ARTICLE I
PURPOSE**

1.01 The purpose of this Agreement is to provide for the administration of the grant of funds to Hunt County for the rehabilitation and restoration of the Hunt County Courthouse (“Property”).

**ARTICLE II
AUTHORITY**

2.01 This Agreement is authorized under the Historic Courthouse Preservation Program, Texas Government Code §§442.008, et seq. (“Program”), and the rules promulgated thereunder at 13 Texas Administrative Code §§12.1, et seq., and the Interlocal Cooperation Act, Government Code Chapter 791.

2.02 This Agreement is subject to the Uniform Grant and Contract Management Act, Government Code Chapter 783, and the conditions and assurances promulgated thereunder by the Office of the Governor.

**ARTICLE III
PERIOD OF THE AGREEMENT**

3.01 This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completion of the rehabilitation and restoration work on the Property as provided in Article V hereof, and the Commission’s final approval of such work, and the satisfactory completion of the grant requirements as stipulated in the grant manual, or until earlier terminated as provided in Article VIII hereof except that the County’s obligations under the following provisions shall remain in effect for a period of 20 years following the final disbursement of funds under the Agreement: Sections 6.01, 6.09 and 6.11.

**ARTICLE IV
GRANT OF FUNDS**

- 4.01 The amount of the grant under the Program which is the subject of this Agreement shall be \$450,000. The grant of funds shall be paid to the County in accordance with the procedure described in Article VII hereof.
- 4.02 A statement of the source of funds is attached as Attachment "A" and incorporated herein for all purposes ("Source of Funds Statement and Verification"). The Source of Funds Statement and Verification itemizes the absolute dollar amounts and associated percentage to be contributed by state and local sources and identifies total available funds in an amount equivalent to the estimated project costs stated in Attachment "B" and incorporated herein for all purposes ("Project Cost Estimate") The Commission's funding participation shall not exceed the amount of the grant award specified herein.
- 4.03 The County shall be responsible for contributing all local funds at an amount not less than that specified in the Source of Funds Statement and Verification, unless the final project cost is less than that specified in the Project Cost Estimate. If the final cost is less than that specified in the Project Cost Estimate, there will be a commensurate reduction to each party's contribution, i.e. state and local contributions will be reduced by an amount that maintains same percentage contribution as the Source of Funds Statement.
- 4.04 The County shall be responsible for funding any non-Program eligible costs associated with the Project including any cost overruns in excess of the Project Cost Estimate, operating and maintenance expenses, interest on borrowed funds or relocation expenses associated with this Project.
- 4.05 If the amount of the grant award changes at any time during the course of the Project, bilateral amendments may be required.

**ARTICLE V
SCOPE OF WORK**

- 5.01 The parties hereby agree that the Scope of Work the County shall perform under this Agreement to restore and rehabilitate the Property ("Project") is attached as Attachment "C" and incorporated herein for all purposes ("Scope of Work"). Changes shall not be made to the Project or approved documents describing it without prior approval of the Commission and substantive changes may require bilateral amendments to this contract.
- 5.02 As determined by the Commission, the Scope of Work may include only planning work or may include both planning and construction work.

**ARTICLE VI
COUNTY'S RESPONSIBILITIES**

- 6.01 The County shall ensure that all matters pertaining to the Project are conducted in conformance with the procedures described in the Texas Historic Courthouse Preservation Program Round VIII Grant Manual, all applicable state and federal laws, rules and regulations and the legal directives of the Commission and its staff.
- 6.02 The County shall provide for the procurement of all necessary architecture, engineering, and consultant services related to the Project. The County's contract(s) for professional services shall be submitted to and reviewed by the Commission.
- 6.03 The County shall ensure that plans and specifications for the Project shall be in accordance with the treatment for restoration, rehabilitation, reconstruction or preservation, as applicable, described the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 (36 Code of Federal Regulations Part 68) as determined by the Commission.
- 6.04 The County shall submit architectural plans, specifications and other planning products for the Project to the Commission for review and approval. The County shall make all necessary revisions to the Project as determined by the Commission during all planning, bidding and construction phases. The County shall not make changes to the documents or contracts without prior approval by the Commission.
- 6.05 The County shall ensure that the Project's completion schedule ("Project Schedule"), attached as Attachment "D", is met unless an extension is approved in advance by the Commission. Extension requests shall be made in writing by the County at least 14 days prior to the scheduled deadline.
- 6.06 The County shall administer all contracts related to the construction of the Project and shall not commence competitive bidding and/or construction on any particular phase of the Project prior to execution of final 100% complete plans and specifications and granting of any required easements.
- 6.07 Any field changes, supplemental agreements, or revisions to the plans and specifications related to a particular phase of the Project that occur after the construction contract is awarded must be mutually agreed to by the Commission and the County prior to the commencement of the work related to that phase of the Project.
- 6.08 The County shall submit a draft "Project Completion Report" to the Commission for review within ninety (90) days of substantial completion of construction for the Project. The final Project Completion Report is due within six (6) months of substantial completion unless an extension is requested by the County in writing and granted by the Commission.

- 6.09 The County shall maintain and repair the Property to ensure that the historic architectural integrity of the Property is not permitted to deteriorate in any material way. Unless superceded by a Grant of Easement associated with this Project, this provision shall be in effect from the date of the last signature included herein and shall remain in effect for a period of twenty (20) years.
- 6.10 The County shall be responsible for resolving any environmental matters that are identified during the course of the Project, and shall provide the Commission with written certification from appropriate regulatory agencies that any such identified environmental matters have been remediated, if so required.
- 6.11 This project is funded with the proceeds of tax-exempt state general obligation bonds and is subject to private use limitations under the Internal Revenue Code. The County may not sell, lease, rent or otherwise allow private use of the Property during the period of this Agreement, except as may be specifically authorized in writing by the Commission.
- 6.12 The County accepts this grant award and acknowledges that there is no guarantee of further funding in this round or any future round for this project. All grants in this program are subject to future appropriation of funds by the Texas Legislature and a competitive award by the THC. The County acknowledges that the condition of the building upon completion of the work funded through this grant may not constitute a full restoration, and the county will be responsible for any work, and the cost of such work, that may be required to enable the building to be reoccupied by the county.

ARTICLE VII REIMBURSEMENT

- 7.01 The County shall be reimbursed for costs and expenses incurred to perform the work related to the Project by submitting to the Commission documentation showing that such costs and expenses have been paid. Reasonable, allowable, and allocable costs incurred by the County, after the County has obtained written authorization from the Commission to incur such costs, shall be eligible for reimbursement at an amount not to exceed the stated maximum of the eligible authorized costs. The Commission shall reimburse the County for such expenses and costs in accordance with the State Prompt Payment Law after the County submits the documentation required hereunder.
- 7.02 The total estimated cost of the Project (“Project Cost Estimate”) is attached as Attachment “B” and incorporated herein for all purposes. The Project Cost Estimate includes the itemized cost of architectural and engineering services, construction activities, and any other substantial items of cost. Non-Program eligible costs and expenses shall be included in the estimate but itemized separately and not included in the local match figure. Only costs and expenses identified as eligible and included as such in the Project Cost Estimate shall be eligible for reimbursement in accordance with Article VII hereof. Notwithstanding, the parties agree that costs may be shifted between categories with written approval from the Commission.

- 7.03 Documentation necessary for reimbursement of Project costs and expenses shall include a certified statement of work performed, materials supplied and/or services rendered with a copy of the payment check. Requests for reimbursement may be made monthly and each request shall include all required documentation for the period.
- 7.04 For each period, reimbursement of all eligible Project costs and expenses shall be made by the Commission in an amount equivalent to their percentage share of the Project Cost Estimate, rounded to the nearest percentage point as stated in the Source of Funds Statement. When the County's eligible expenses exceed 90% of the Project Cost Estimate, the Commission will reconcile the reimbursement total to an exact dollar amount.
- 7.05 The last ten percent (10%) of the Commission's award shall be held until the Project described in the Scope of Work and the approved plans and specifications is complete and determined satisfactory by the Commission. For Projects that include construction work, a Grant Project Completion Report must be submitted and approved by THC prior to disbursement of the final ten percent (10%) of the amount of the grant.
- 7.06 Project costs and expenses incurred prior to the date the Project was selected by the Commission for a grant award under the Program, are not eligible for reimbursement except as otherwise agreed by the parties in writing.
- 7.07 Significant increases or decreases in the County's Project costs and expenses during the course of the Project may require bilateral amendments to this Agreement and warrant a change to the percentage figure used by the Commission for reimbursements.

ARTICLE VIII TERMINATION

- 8.01 This Agreement may be terminated prior to completion of the Project by mutual consent and agreement in writing signed by all parties. In addition, this Agreement may be terminated by either party upon the failure of the other party to fulfill the obligations set forth in this Agreement, in the manner provided in Article 8.02 hereof.
- 8.02 If an event of termination is based on the failure of a party to fulfill its obligations under this Agreement, then the party seeking termination shall notify the party of such breach and provide such party a reasonable period of time, which shall not be less than thirty (30) days, to cure such breach. If the breach is cured within the time permitted, no termination shall occur. Otherwise, this Agreement shall terminate after the period to cure the breach has expired. Any cost incurred due to such a breach of contract shall be paid by the breaching party.
- 8.03 If the County withdraws from the Project after this Agreement is executed, but prior to completion of the Project, it shall be responsible for all direct and indirect Project costs as identified by the Commission's cost accounting system. All previously reimbursed Project costs shall be repaid to the Commission by the County within sixty (60) days of termination.

- 8.04 The termination of this Agreement shall extinguish all rights, duties, obligations, and liabilities of either party under this Agreement except the repayment provision under Article 8.03 and the inspection provisions under Article XI.

ARTICLE IX AMENDMENTS

- 9.01 This Agreement is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Agreement shall be in writing and signed by all parties hereto prior to the ending date hereof. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.

ARTICLE X NOTICES

- 10.01 All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U. S. Mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such parties at the following addresses:

Commission: Texas Historical Commission
Post Office Box 12276
Austin, Texas 78711

County: The Honorable John Horn
Hunt County Judge
2507 Lee St. 2nd Floor
Greenville, TX 75401

ARTICLE XI SEVERABILITY

- 11.01 In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

ARTICLE XII RESPONSIBILITIES OF PARTIES

- 12.01 The Commission and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**ARTICLE XIII
OWNERSHIP OF DOCUMENTS**

- 13.01 Upon completion or termination of this Agreement, all documents prepared by either party shall remain the property of such party. All documents and data prepared under this Agreement shall be made available to the Commission without restriction or limit on their further use.

**ARTICLE XIV
COMPLIANCE WITH LAWS**

- 14.01 The parties hereof shall comply with all applicable Federal, State, and Local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement. When required, either party shall furnish satisfactory proof of their compliance with such requirements stated above.

**ARTICLE XV
LIMITATION OF LIABILITY**

- 15.01 The Commission shall not be liable for any direct or consequential damages to County or any third party for any act or omission of the County in the performance of this Agreement. The Commission shall neither indemnify nor guarantee any obligation of the County.

**ARTICLE XVI
ATTACHMENTS**

- 16.01 The following documents are included in and shall be a part of this Agreement for all purposes:

Attachment "A"	Source of Funds Statement and Verification
Attachment "B"	Project Cost Estimate
Attachment "C"	Scope of Work
Attachment "D"	Project Schedule
Attachment "E"	Resolution of Support

**ARTICLE XVII
DISPUTE RESOLUTION**

- 17.01 The dispute resolution process provided for in Government Code Chapter 2260 shall be used, as further described herein, by the parties to attempt to resolve any claim for breach of this Agreement made by either party.

- 17.02 A claim by the County for breach of this Agreement that cannot be resolved between the parties in the ordinary course of business shall be submitted to the negotiation process provided in Government Code Chapter 2260, Subchapter B. Compliance by County with Government Code Chapter 2260, Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code Chapter 2260, Subchapter C.
- 17.03 The contested case process provided in Government Code Chapter 2260, Subchapter C is County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Commission if the parties are unable to resolve their disputes under this Article XVII.
- 17.04 Compliance with the contested case process as provided in Article 17.02 hereof is a condition precedent to seeking consent to sue from the Texas Legislature under Civil Practices and Remedies Code Chapter 107. Neither the execution of this Agreement by the Commission nor any other conduct of any representative of Commission relating to the Agreement shall be considered a waiver of sovereign immunity to suit.
- 17.05 The submission, processing, and resolution of any claim by County hereunder is governed by 1 Texas Administrative Code §§68.1, et seq., now and as hereafter amended.
- 17.06 Neither the occurrence of an event alleged to constitute breach of this Agreement nor the pendency of a claim constitute grounds for the suspension of performance by the County, in whole or in part.

ARTICLE XVIII SOLE AND ENTIRE AGREEMENT

- 18.01 This Agreement constitutes the sole and entire agreement between the parties and supersedes any prior understandings or written or oral agreements with respect to the Project or the grant of award funds under the Program.

ARTICLE XIX INSPECTION OF BOOKS, RECORDS, AND WORK

- 19.01 The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the Commission, the County, and the Comptroller, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of the work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the Commission, the County, and the Comptroller and their duly authorized representatives shall have access to all the governmental records that are directly applicable to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Commission may, during normal business hours, inspect the work on the Property undertaken through this Agreement.

**ARTICLE XX
SIGNATORY WARRANTY**

20.01 The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented. A statement of the County's resolve to accept this award and enter into this Agreement is attached as Attachment "E" (Resolution) unless authority is conferred to another party on behalf of the County as an alternate attachment.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals as of the dates herein below.

TEXAS HISTORICAL COMMISSION

By: Mark Wolfe
Title: Exec. Dir.
Date: 7/25/14

HUNT COUNTY

By: [Signature]
Title: County Judge
Date: 6-23-2014



Your application for funding was selected by the Texas Historical Commission (THC) for a Texas Historic Courthouse Preservation Program (THCPP) grant. Grant funds were made under the authority of the Texas Government Code, Section 442.0081, Historic Preservation Program Grants and Loans; 442.0082, Historic Courthouse Project Requirements; and 442.0083, Funding for Historic Courthouse Preservation Program, Historic Courthouse Preservation Fund Account.

The implementing regulations for the program are described in the Texas Administrative Code, Title 13 Cultural Resources, Part 2 Texas Historical Commission, Chapter 12 Texas Historic Courthouse Preservation Program, as amended. These regulations were developed by the Texas Historical Commission to implement this program.

All Round VIII projects must follow the regulations and the guidance found in this THCPP Round VIII Grant Manual. A compact disc is included if additional copies of this manual are needed.

Please note that the Texas Administrative Code, Section 12.7 states:

“Compliance with the current program grant manual is mandatory for all historic courthouse projects unless written exception is provided by the Texas Historical Commission due to unforeseen circumstances beyond the control of the grantee or grantor.”

The Commission meets quarterly and requests for consideration by the Commission must be received at least two weeks prior to their scheduled meetings.

By signing below I acknowledge that I read this manual and agree to follow all guidelines, regulations and rules of the Texas Historic Courthouse Preservation Program.

John L. Hoan
Print Name

County Judge
Title

HUNT
County

John L. Hoan
Sign Name

6-23-2014
Date

Please sign and return to Texas Historical Commission, attention Tina Ray by June 30, 2014.

Source of Funds Statement and Verification

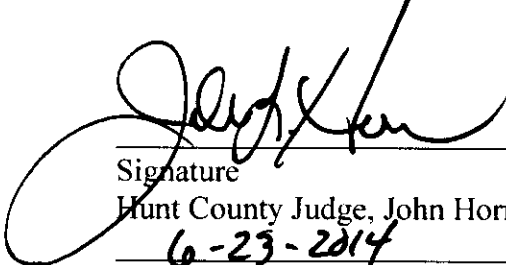
A grant award of \$450,000 was made by the Texas Historical Commission on April 30, 2014 for Round VIII of the Texas Historical Courthouse Preservation Program, 2014-15 biennium for the Preservation of the Hunt County Courthouse as described in the Scope of Work, Attachment "C" (Project).

Therefore the source of funds for this Project shall be:

(state share) =	\$ 450,000*
(minimum local share to receive full grant) =	\$ 450,000
(estimated additional local share to achieve agreed scope)=	\$ 253,515
Estimated total project cost =	\$1,153,515

*The state share of the project represents approximately 39% of the total project cost as stated in the Project Cost Estimate, Attachment "B". This percentage will be used for reimbursement.

As a legal representative of this County, I do verify that the County's required matching funds are available, either in ready cash, loans or other grant awards. I further understand that the total project cost has been estimated at the figure above and stated in Attachment "B" and that any costs which exceed this amount will be contributed by the County as necessary to accomplish the Scope of Work stated in Attachment "C".



Signature
Hunt County Judge, John Horn
6-23-2014

Date

Project Cost Estimate

Construction and Construction Administration Costs
for the Hunt County Courthouse Stair Restoration Project

Please refer to attached THCPP budget form

TEXAS HISTORICAL COMMISSION

TEXAS HISTORIC COURTHOUSE
PRESERVATION PROGRAM
ROUND VIII

ESTIMATED PROJECT BUDGET
FISCAL YEAR 2013-14 APPLICATION

PROPERTY NAME Hunt County Courthouse

INSTRUCTIONS

1. Please provide an estimated cost only for those sub-categories that pertain to your project, and put "N/A" where a sub-category does not apply.
2. Add a detailed description of cost items for all sub-categories related to your project. Include unit cost and number of units where possible. Breakdown costs into additional subcategories as necessary.
3. Project costs that are eligible for reimbursement include all allowable payments to contractors for work performed on the approved project; professional services of the architect, engineers and project consultants; demolition; hazardous materials testing and abatement; building permit fees; builder's risk insurance; contractor's overhead and profit; construction management services; project contingencies (not to exceed 15 percent of the construction cost); and other expenses related to the project approved by the THC.
4. Any costs not eligible for reimbursement should be shown enclosed in parentheses and subtracted from the total construction cost for the grant project by the applicant.
5. Ineligible project costs include: master plan preparation; grant application and management expenses; temporary or permanent relocation expenses; loan financing costs; work in non-historic additions; site work not related to building preservation, such as site lighting, site furnishings and landscaping materials; movable office furnishings and office equipment such as loose chairs and personal office furniture; non-historic window treatments; computer servers and terminals; data and communications systems and equipment; parking lot paving and striping; and appliances.
6. Total professional services include all services, fees and reimbursable expenses of the project architect, engineers, and their consultants. The services and fees may include reimburseables and additional services such as a grant completion report, warranty services and archeological investigations.
7. We require that any professional architect's or estimator's cost estimates or opinions of probable costs that have been prepared for this project are attached to this form.
8. Costs should be figured using year 2014-2015 construction costs.
9. Round all costs to the nearest dollar.
10. **Please note that the applicant is responsible for any errors or omissions in the preceding presentation of probable costs. Any actual project costs above this budget estimate are entirely the responsibility of the applicant.**

Please tab through form fields to complete estimated cost and work category descriptions.

Work-Category

Estimated Cost

1. General Requirements

<p>a) Construction facilities (e.g, job trailer, office supplies, sanitary facilities) Office job trailer, power connection to owner supplied power source, office supplies, trash services and sanitary services</p>	<p><u>\$35,716.00</u></p>
<p>b) Construction supervision Project manager, field superintendent, safety coordinator</p>	<p><u>\$124,641.00</u></p>
<p>c) Bond and insurance (e.g., performance and payments bonds, builder's risk insurance, liability insurance) Performance and payment bonds, builder's risk insurance, general liability insurance, TIPPS</p>	<p><u>\$48,601.00</u></p>
<p>d) Inspection and testing allowances N/A owner provided.</p>	<p>_____</p>
<p>e) Temporary construction (e.g., scaffolding, fencing) Fencing, scaffolding and plywood protection</p>	<p><u>\$26,750.00</u></p>
<p>f) Hazardous materials abatement N/A</p>	<p>_____</p>
<p>g) Other (itemize)</p>	<p>_____</p>

Work-Category**Estimated Cost****2. Site Work**

a) Demolition and hauling For concrete surfaces and landings	<u>\$4,725.00</u>
b) Utilities N/A	—
c) Earthworks and grading N/A	—
d) Sidewalk restoration Sidewalks at North and South entries	<u>\$35,800.00</u>
e) <i>Historic site features</i> N/A	()
g) <i>Site furnishings and appurtenances* (e.g., benches, trashcans)</i> N/A	()
h) <i>Paving for parking areas and new sidewalks*</i> N/A	()
i) <i>Landscape restoration* (e.g., new plant materials, pruning)</i> <i>replace sod at South Stair</i>	<u>(\$1,000.00)</u>
j) <i>Irrigation systems*</i> N/A	()
k) Other (describe) N/A	—

* ineligible project cost, (tally and subtract from construction cost subtotal)

Work-Category**Estimated Cost****3. Concrete**

a) Structural repairs or modifications North and south stair landings	<u>\$45,517.00</u>
b) Non-structural (e.g., basement flooring) N/A	_____
c) Other (describe) ALTERNATE #3 - Non slip stair nosing ALTERNATE #4 - Underpinning at building (20K allowance)	<u>\$9,828.00</u>

4. Masonry

a) General exterior restoration (e.g., repointing, cleaning) Cleaning	<u>\$29,490.00</u>
b) Structural repairs or modifications (e.g., replacement of damaged units) Steps and caps	<u>\$136,552.00</u>
c) Non-structural repairs (e.g., re-opening blocked windows) Recondition and replace stated Terra-cotta	<u>\$97,123.00</u>
d) Other (describe) ALTERNATE #1 Replace terra cotta with excessive mold growth	<u>\$37,492.00</u>

Work-Category**Estimated Cost****5. Metals**

a) Structural elements (e.g., decking, roof framing, columns) Steel member replacement and rehabilitation at North and South	<u>\$16,250.00</u>
b) Non-structural fabrications (e.g., stairways, ladders) N/A	_____
c) Decorative metal (e.g., grates, handrails) Handrails	<u>\$9,750.00</u>
d) Other (describe) ALTERNATE #2 - Guardrail	<u>\$7,644.00</u>

6. Carpentry

a) Rough carpentry (structural repairs to floor and roof framing) N/A	_____
b) Finish carpentry (e.g., non-structural wainscot, trim, stair handrails) N/A	_____
c) Casework (e.g., restoration or construction of judge's bench, jury box and built-in cabinetry) N/A	_____
d) Other (describe) N/A	_____

Work-Category**Estimated Cost****7. Thermal & Moisture Protection**

a) Roofing and flashing N/A	—
b) Drainage systems (e.g., gutters and downspouts) N/A	—
c) Foundation waterproofing Stair waterproofing	<u>\$42,250.00</u>
d) Insulation, caulking and sealants Caulking and Sealants	<u>\$4,550.00</u>
e) Other (describe) N/A	—

Work-Category**Estimated Cost****8. Doors & Windows**

a) Interior and exterior doors including glass Restore exterior doors under landings	<u>\$10,920.00</u>
b) Windows including glass N/A	_____
d) Hardware N/A	_____
e) Other glass and glazing N/A	_____
f) Other (describe) Modify storefront door	<u>\$5,700.00</u>

Work-Category**Estimated Cost****9. Finishes**

a) Wood and/or decorative metal ceilings N/A	_____
b) Wood flooring and wainscot N/A	_____
c) Marble finishes Tile at landings	<u>\$16,575.00</u>
d) Ceramic tile finishes N/A	_____
e) Plaster and/or drywall Plaster	<u>\$9,568.00</u>
f) Carpet and resilient flooring N/A	_____
g) Acoustical ceilings and/or panels N/A	_____
h) General painting Painting of handrails and plaster	<u>\$12,486.00</u>
i) Decorative painting including vault restoration N/A	_____
j) Other (describe) N/A	_____

Work-Category**Estimated Cost****10. Specialties**

a) Toilet partitions and accessories N/A	_____
b) Building directories and signage N/A	_____
c) Specialty storage systems N/A	_____
d) Clock and clockworks N/A	_____
e) Bell fabrication or restoration N/A	_____
f) Other (describe) N/A	_____

11. Equipment (generally not eligible costs)

a) <i>Computer servers and office equipment*</i> N/A	(_____)
b) <i>Other ineligible items*</i> N/A	(_____)

* ineligible project cost, (tally and subtract from construction cost subtotal)

Work-Category

Estimated Cost

12. Furnishings

a) Acquisition/restoration of immovable furnishings (e.g., fixed seating or pews for courtroom gallery/balcony) N/A	_____
b) Documented historical or period appropriate window treatments (shutters, venetian or roll-down blinds) N/A	_____
c) <i>Non-historic window treatments*</i> N/A	(_____)
d) <i>Acquisition of movable furnishings (tables, armchairs, file cabinets)*</i> N/A	(_____)

* ineligible project cost, (tally and subtract from construction cost subtotal)

Work-Category

Estimated Cost

13. Special Construction

a) Lightning protection systems N/A	_____
b) Pre-engineered sheet metal towers N/A	_____
c) Fire suppression, detection and alarm system N/A	_____
d) Other (describe) N/A	_____

14. Conveying Systems

a) Elevators N/A	_____
b) Other (describe) N/A	_____

Work-Category

Estimated Cost

15. Mechanical

a) Plumbing systems Clean out floor drains	<u>\$1,200.00</u>
b) Heating, ventilating and air-conditioning system equipment and controls N/A	_____
c) Other (describe) N/A	_____

Work-Category

Estimated Cost

16. Electrical

a) General service and distribution Electrical	<u>\$37,863.00</u>
b) Interior and exterior building lighting Exterior fixtures	<u>\$13,200.00</u>
c) <i>Data and communication systems</i> * N/A	(____)
d) <i>Site lighting (for sidewalks, parking areas)</i> * N/A	(____)
e) Building security systems (e.g., glass breaks, door contacts, motion detectors) at \$20,000 maximum N/A	_____
<i>amount exceeding \$20,000*</i>	(____)
f) Audio-visual systems (\$50,000 maximum) N/A	_____
<i>amount exceeding \$50,000*</i>	(____)
g) Other (describe) N/A	_____

*ineligible project cost

Summary of Subtotals

Division 1: General Requirements	\$235,708.00
Division 2: Site Work	\$40,525.00
Division 3: Concrete	\$55,345.00
Division 4: Masonry	\$300,657.00
Division 5: Metals	\$33,644.00
Division 6: Carpentry	\$0.00
Division 7: Thermal and Moisture Protection	\$46,800.00
Division 8: Door and Windows	\$16,620.00
Division 9: Finishes	\$38,629.00
Division 10: Specialties	\$0.00
<i>Division 11: Equipment (ineligible costs)</i>	<i>\$0.00</i>
Division 12: Furnishings	\$0.00
Division 13: Special Construction	\$0.00
Division 14: Conveying Systems	\$0.00
Division 15: Mechanical	\$1,200.00
Division 16: Electrical	\$51,063.00

Allowable Construction Cost Subtotal = \$820,191.00 (A)

Ineligible Costs of Construction = \$1,000.00
(not included in above division totals)

Summary of Totals

Allowable Construction Cost Subtotal = \$820,191.00 (A)

Contractor's Overhead & Profit = \$100,922.00
(not to exceed 15 percent of A)

Project Contingency = \$41,009.00
(not to exceed 10 percent of A)

Professional Services = \$78,500.00
(not to exceed 15 percent of A)

Total Project Cost = \$1,040,622.00

Scope of Work

For the Hunt County Courthouse Stair Restoration Project

Scope of Services

Architectural/Engineering services: The county's project architect will provide comprehensive professional services associated the contract bidding, negotiation and construction administration. Also included in the scope of services are final revisions to the construction documents as determined by the Commission. Additional architectural services include preparation of the grant completion report. The project architect will coordinate and provide all documentation required by the grant manual.

Construction services: The County shall select a construction contractor or construction manager to execute the work in conformance with the plans and specifications approved by Commission and as reflected the Contract between the Owner and Contractor. The contractor will coordinate and provide all documentation required by the grant manual.

Project Philosophy and Description of Work

Hunt County is facing catastrophic failure of its two monumental exterior staircases. Courthouse security and accessibility requires that the building be entered at the ground level beneath the north staircase. The doors below the south entry and at the historic primary entries on the first floor are used for emergency egress only. Settling of the foundations and related cracking has allowed moisture infiltration to corrode ferrous metals within the stair structures including reinforcing steel within the concrete, and pins and fasteners supporting the terra cotta cladding. The south stair is now supported by shoring to prevent catastrophic failure and is so unsafe to have rendered related egress points unusable on both the ground and first levels. The north entry conditions are somewhat better but the stair exhibits the same underlying structural issues as the south and is expected to require shoring if not corrected. Entry and egress points associated with the north stair remain functional, but the capacity of the north stair to support significant loading is of concern and differential movement has left the first level landing uneven.

The work proposed for the monumental stairs includes the stabilization of the stair structures as well as restoration of the exterior cladding and stair components back to their original appearance. This scope includes the removal of terra cotta facing units on both sides of the openings under the stairs and replacement of steel support angles and plates and includes new flashings. Severely damaged terra cotta units will be replaced with new units matching the historic in materials, dimension, color and finish. Minor damage to terra cotta units will include appropriate patch repairs with an epoxy glaze to match the original. Delaminated terra cotta surfaces will also be addressed with appropriate patch repairs. Weeps will be provided at base of vertical joints. At the stair and landing surfaces, the contractor will carefully remove existing stone steps, tile at landings and underlying mortar bed. Concrete structure will be inspected and repaired or replaced where required. Spalls, cracks and delamination on top surface of concrete

Attachment C
Scope of Work
Hunt County

will be repaired prior to application of new waterproofing membrane. Once membrane is installed, new tile that closely matches historic tile at west entry will be provided at landing locations. Stone stair treads will be flipped over and re-used. Joints on stair and sidewalls will be repointed with mortar that closely matches historic as well as flexible joint sealants at specific locations. At the underside of the stair landings, plaster ceiling surfaces will be replaced to accommodate concrete deck replacement / repairs. Under the stair structure, steel tube and ledger angles will be cleaned re-coated prior to re-grouting as well as any deteriorated steel lintels framing door openings. Underpinning will be performed on the support structure at the south stair. Damaged concrete sidewalks will also be replaced. New handrails and matching guardrail components will be added to comply with building code and T.A.S. requirements.

The proposed project will correct structural failures, provide new support materials to the terra cotta cladding, and result in fully restored functional staircases. Underpinning of the stairs and adjacent courthouse walls (if accepted) will mitigate additional structural movement to prevent future moisture infiltration. The courthouse will have safe and fully-functional entry and egress points at the ground and first floor levels.

The proposed project is in conformance with the courthouse master plan which calls for the complete rehabilitation of the courthouse according to the Secretary of the Interior's Standards. The master plan includes a phasing plan which addresses most critical items first and Phase I work involves repair of the north and south staircases. The work is consistent with the goals of the master plan in that it preserves existing historic fabric, and restores and preserves a portion of the historic exterior design. The restoration of the stairs is to be performed in a manner that is comparable to the original design, materials and workmanship.

The 95% complete construction documents for the above scope of work have been reviewed and approved by the Texas Historical Commission.

Project Schedule
 For the Hunt County Courthouse Stair Restoration Project

The following schedule shall be met by Hunt County unless an extension is granted in writing by the Commission. Failure to meet any of the dates provided may result in forfeiture of all or a portion of the grant award.

Overall Progress Schedule:

Document preparation: COMPLETED
 Contract Bidding and Negotiation: May – June 2014
 Construction Administration: July 2014 – March 2015
 Project Close-out and Completion: April 2015

Milestones:

Date	Action	Notes
August 2013	95% CD's provided to THC for final review	
September 2013	THC approves bid documents	
March 2014	Construction document revisions Final Bid Documents sent to HWH for pricing	
April 2014	Commission grants award	
June 2014	Funding Agreement and Easement executed	
July 2014	County to sign contract with HWH	
July 14, 2014	Pre-Construction meeting/ initiate work	
July 2014 – March 2015	Construction activity	8 month schedule
March 2015	Substantial Completion Submit draft copy of Completion Report	4 weeks to resolve final punch list
April 2015	Final reimbursement request and Completion Report submitted	

Court Order No. # 13,013

FILED FOR RECORD
at 12:00 o'clock P M
JAN 28 2014

State of Texas

Resolution
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.

County of Hunt

Hunt County Courthouse Preservation
Commissioners Court

On January 28, 2014, the Commissioners Court of Hunt County, Texas, met in regular session with the following members present and participating, to wit:

John L. Horn	County Judge, Presiding
Eric Evans	Commissioner, Precinct 1
Jay Atkins	Commissioner, Precinct 2
Phillip Martin	Commissioner, Precinct 3
Jim Latham	Commissioner, Precinct 4

During such session the court considered adoption of the following resolution regarding preservation of the Hunt County Courthouse.

WHEREAS, Hunt County recognizes the importance of the historic courthouse and its unique relationship to the community; and

WHEREAS, Hunt County, recognizes the need to preserve the historic courthouse; and

WHEREAS, Hunt County prepared a master plan for the historic courthouse as part of the requirements for participation in the Texas Historical Commission's Texas Historic Courthouse Preservation Program; and

WHEREAS, Hunt County prepared the master plan for use in the ongoing preservation of the courthouse; and

WHEREAS, the courthouse is in need of critical repairs;

NOW THEREFORE, BE IT RESOLVED, that the Hunt County Commissioners Court of Greenville, Texas, as the owner, does hereby support efforts to secure funding under the Texas Historic Courthouse Preservation Program for repairs to and preservation of the courthouse.

Duly passed and approved this DAY 28th of January, 2014.

[Signature]
John L. Horn, County Judge

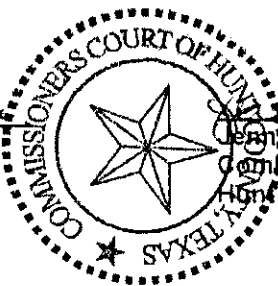
[Signature]
Eric Evans, Commissioner, Pct 1

[Signature]
Jay Atkins, Commissioner, Pct 2

[Signature]
Phillip Martin, Commissioner, Pct 3

[Signature]
Jim Latham Commissioner, Pct 4

[Signature]
Jennifer Lindenzweig, County Clerk
Commissioners' Court
Hunt County Texas



TEXAS HISTORICAL COMMISSION
real places telling real stories

September 26, 2014

Hunt County
Judge John L. Horn
2507 Lee St. 2nd Floor
Greenville, TX 75401

#13,209
FILED FOR RECORD
at 8:02 o'clock A M
OCT 06 2014
JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By Jennifer Lindenzweig

RE: Hunt County Round VII Emergency Funding Agreement and Easement

Dear Judge John L. Horn:

Enclosed you will find the original Agreement and Easement that have been signed and notarized with all the attachments included. Please re-filed and record the Grant of Easement with the county and send a filed recorded copy and all enclosed documents to Texas Historical Commission at the address below.

If you have any questions, please email me at Michael.williams@htc.state.tx.us, or call 512-463-8821.

Sincerely,



Michael R. Williams
Program Specialist, THCPP



#13,209

FILED FOR RECORD
at 2:00 o'clock P M

JUN 24 2014

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By *Jennifer Lindenzweig*

GRANT OF EASEMENT

The County/City of Hunt ("Grantor"), a political subdivision of the State of Texas, owner of property described as Hunt County Courthouse and Grounds ("Property"), as more fully described in Attachment "A" to this document, which is incorporated herein for all purposes as if it were set forth fully herein, in consideration of the grant award to Grantor under the Texas Historic Courthouse Preservation Program, receipt of which is acknowledged, does hereby grant, bargain, sell, and convey to the Texas Historical Commission ("Grantee"), an agency of the State of Texas, the following easement ("Easement").

Grantor has legal and equitable fee simple title to the Property, and has the right and power to grant this easement. Grantee has the legal authority to accept this easement. Grantee considers the Property and the improvements thereon to represent a significant example of a historic, architectural, or cultural site important to the State of Texas. Grantor desires to grant to Grantee, and Grantee desires to accept, the easement on the terms and conditions set forth below.

TERMS AND CONDITIONS

1. GRANT

In consideration of the grant award to Grantor under the Texas Historic Courthouse Preservation Program ("Program"), Grantor hereby grants and conveys to Grantee an interest and easement in the Property, for the preservation of historic, architectural, scenic and open space values, of the nature and character and to the extent set forth in this Easement, to constitute a servitude upon the Property running with the land, for the benefit of and enforceable by the Grantee, to have and to hold the said interest and easement subject to and limited by the provisions of this Easement, to and for Grantee's proper uses.

2. SCOPE OF GRANTEE'S INTEREST AND EASEMENT

The easement herein granted conveys to the Grantee an interest in the Property consisting of the benefits of the following covenants and undertakings by Grantor.

- a. Without the prior written consent of Grantee, which shall not unreasonably be withheld, Grantor shall not cause or permit any construction, alteration, remodeling, dismantling, destruction, or other activity that would adversely affect or alter in any material way the appearance or the historic architectural integrity of the Property, except for routine maintenance.
- b. Grantor shall maintain and repair the Property in a good and sound state of repair and maintain the subject Property according to the Secretary of the Interior's Standards for the Treatment of Historic Properties so as to prevent deterioration and preserve the architectural and historical integrity of the Property in ways that protect and enhance those qualities that make the Property eligible for listing in the National Register of Historic Places.
- c. The Significant changes in use to the building that may effect how the public spaces are used and/or preserved must receive prior approval in writing from the Grantee.

3. LEVEL OF PRESERVATION

In order to make more certain the full extent of Grantor's obligations and the restrictions on the subject Property, and in order to document the nature and condition of the Property, including significant interior elements in spatial context, a list of character-defining materials, features and spaces is incorporated as Attachment "B" at the end of this agreement together with a narrative describing the condition of these features. The Grantor has provided to the Grantee architectural drawings of the floor plans. To complement Attachment "B", Grantor personnel have compiled a current photographic record of identified features and areas where work will occur including, black and white photographs and/or color digital prints, photograph logs, and a keyed location map. The Grantor agrees that the nature and condition of the Property on the date of execution of this easement is accurately documented by the architectural drawings and photographic record, which shall be maintained for the life of this easement in the Grantee's conservation easement file for the Property.

The Scope of Work to be performed under the grant to restore the Property is as outlined in Attachment "C", although that Scope of Work may be modified if Commission approves of such modification in writing during the course of planning and/or construction. Once the Scope of Work has been completed, Grantor shall provide revised architectural drawings of the floor plans to the Grantee, and shall compile a revised photographic record, including black and white photographs and/or color digital prints, a revised narrative describing the condition of any elements that were included in the project, photograph logs and a keyed location map that will be attached to the Grantor's Completion Report. The Grantor agrees that the nature and condition of the Property on the date of submission of the Completion Report will be accurately documented by the revised architectural drawings and revised photographic record attached to the Completion Report, which shall also be maintained for the life of this easement in the Grantee's conservation easement file for the Property. This shall become the level of preservation to which the Property shall be maintained in accordance with this agreement.

4. RESPONSIBILITIES OF GRANTOR IF PROPERTY IS DAMAGED OR DESTROYED

In the event that the building located on the Property is damaged or destroyed, by reason of fire, flood, earthquake, or other disaster or casualty of any kind whatsoever, Grantor's responsibilities shall be as follows:

- a. Partially damaged. If the Property is partially damaged (i.e., damaged to such an extent or of such nature that the historic architectural integrity of the Property can reasonably be restored to its prior condition), then Grantor shall restore the historic architectural integrity of the Property to the condition that existed just prior to the damage, to the extent possible consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995.
- b. Totally destroyed. If the property is totally destroyed (i.e., destroyed to such an extent that it is not possible to reasonably repair or restore the historic architectural integrity of the Property), Grantee and Grantor shall work together to determine whether it is economically and otherwise feasible to reconstruct the Property in a substantially similar manner. If the Property is reconstructed in a substantially similar design, this easement shall continue in force and apply to the reconstructed Property. If the Property is not reconstructed in a substantially similar design, this easement shall terminate upon agreement by the Grantee that reconstruction in a substantially similar design will not take place.

5. RIGHT TO INSPECT

The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the terms and conditions of this easement agreement are being observed.

6. REMEDIES OF GRANTEE

Grantee shall have all remedies available to it at law or equity and Grantor agrees that money damages shall be insufficient compensation to Grantee for any breach by Grantor.

The Grantee shall have the right to prevent and correct violations of the terms of this easement. If the Grantee, upon inspection of the property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and architectural importance of the Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) days to correct the violation before taking any formal action, including, but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the Property to a condition that would be consistent with preservation purposes of the grant from the Texas Historic Courthouse Preservation Program. In any case in which a court finds that a violation has occurred, the court may require the Grantor to reimburse the Grantee and the Texas Attorney General for all the State's expenses incurred in stopping, preventing, or correcting the violation, including but not limited to reasonable architect's and attorneys' fees and court costs. The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

7. ASSIGNMENT, SUCCESSORS AND ASSIGNS

- a. This Easement shall extend to and be binding upon Grantor and all persons hereafter claiming by, under or through Grantor, and the word "Grantor" when used herein shall include all such entities or persons whether or not such entities or persons have signed this instrument or had any interest in the Property at the time it was signed. Anything contained herein notwithstanding, a person shall have no obligation, pursuant to this Easement, if and when such person shall cease to have any (present, partial, contingent, collateral or future) interest in the Property or any portion thereof by reason of a bona fide transfer for value.
- b. On any sale, other conveyance of any type, or lease of any interest in the Property by the Grantor to a stranger to this Easement, Grantor shall notify Grantee of such sale, other type of conveyance or lease, and shall provide to Grantee all of the information in Grantor's possession that can be used to contact such stranger to this Easement not less than thirty (30) days prior to the contemplated transfer, in writing, by certified mail with postage prepaid and return receipt requested, addressed to the Grantee as follows:

Texas Historical Commission
Post Office Box 12276
Austin, Texas 78711

Or to such other address as Grantee may from time to time designate in writing to the Grantor. A copy shall also be sent to the chairman of the Hunt County Historical Commission. Upon receipt of notice of the contemplated transfer, the Grantee shall consider the purpose and effect of the proposed transfer and may approve or disapprove the transfer, if it is determined that the transfer would be inconsistent with the purposes of this Easement. This provision shall expire when this Easement expires or fifty years from the date this easement takes effect (whichever occurs first).

- c. Grantee agrees that it will hold this Easement exclusively for conservation purposes: that is, it will not transfer this Easement for money, other property or services.

8. RESERVATION

- a. Grantor reserves the free right and privilege to the use of the Property for all purposes not inconsistent with the grant made herein.
- b. Nothing contained in this Easement shall be interpreted to authorize, require or permit Grantor to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between any such ordinance and the terms hereof, Grantor shall promptly notify Grantee of such conflict and Grantor and Grantee shall agree upon such modifications consistent with sound preservation practices, the Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 and consistent with the requirements of such ordinance

9. ACCEPTANCE

Grantee hereby accepts the right and interest granted to it in this Easement.

10. GRANTOR'S INSURANCE

- a. Except as provided in subsection b below, Grantor shall maintain, at its own cost, insurance against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage in such amounts as would normally be carried on a property such as that subject to this Easement, it being agreed that as of the date of this Easement, Grantor's present coverage in the amount of the estimated replacement cost of the building located on the Property (fire and extended coverage insurance). Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to any other insured. Furthermore, Grantor shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the commencement of this grant and a new certificate at least ten (10) days prior to the expiration of each such policy.
- b. For counties that are self-insured, there must be evidence of financial ability to repair or reconstruct the courthouse in the event of any potential loss. Counties claiming to be self-insured may be required to provide evidence supporting that claim.

- c. In the event that the Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within 14 days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If the damage of or destruction to the Property is deliberately caused by the gross negligence of the Grantor or a future owner, then the Grantee will initiate the requisite legal action to recover, at a minimum, the Program funds applied to the Property.

11. RELEASE AND INDEMNIFICATION

To the extent allowed by the Constitution and laws of the State of Texas, Grantor shall be responsible for and does hereby release and relieve Grantee, its officers, directors, agents and employees, and will defend and hold Grantee, its officers, directors, agents and employees, harmless of, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses which may be imposed upon or incurred by Grantee by reason of loss of life, personal injury and/or damages to property occurring in or around the Property occasioned in whole or in part by the negligence of Grantor, its agents or employees.

12. REVIEW, APPROVAL AND ADDITIONAL COSTS

Whenever the consent or approval of Grantee is required, it shall not be unreasonably withheld or delayed. In any event, Grantee shall respond to any request for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given. The provisions of this paragraph shall apply to any request of Grantor for consent to and approval of plans and specifications by Grantee in the event of proposed restorations or alteration pursuant to the terms of this Easement.

13. NO THIRD PARTY BENEFICIARY

Anything to the contrary notwithstanding in this Agreement, all rights, privileges and benefits are for the exclusive use of the parties hereto, and there shall be no third party beneficiary hereof.

14. WORK DONE AS A CONDITION OF ACCEPTING THE GRANT

Grantee acknowledges that substantial corrective and restoration work has been done or will be done by the Grantor to preserve the historic architectural integrity of the Property. The corrective and restoration work shall be completed by Grantor in accordance with the grant, the Funding Agreement, and this Easement.

15. TERM OF AGREEMENT

This Easement shall become valid on the date of the last signature included herein and remain in effect in perpetuity unless terminated earlier by agreement of the parties. Notwithstanding, this Easement shall

terminate if either the Funding Agreement, or Grantee's participation in the Program, are terminated prior to the receipt of any amount of the grant award.

16. SUPERSEDING CLAUSE

This Easement and the provisions contained herein shall supersede all previous easements granted by the Grantor to the Grantee on the Property described herein. Any previous easement shall hereafter be null and void as of the date this Easement is filed in the deed records of Hunt County.

17. SEVERANCE CLAUSE

In the event any provision of this Easement is found to be invalid, the remaining provisions of the Easement shall remain in force and effect as if such invalid provision had not been a part of the Easement.

This Easement is for the benefit of and appurtenant to the land, or any portion of the land, in the County of Blank, State of Texas, described as follows:

In witness, this GRANT is executed on the ~~29~~²⁴ day of JUNE, in the year 2014.

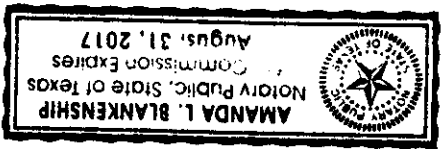
Grantor: Hunt County
By: [Signature]
Hunt County Judge

STATE OF TEXAS:

On this the 24 day of June, in the year 2014, before me, a Notary Public in and for the State of Texas, John L. Horn, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the Grant of Easement acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I here unto set my hand and official seal.

[Signature]
Notary Public



Grantee: Texas Historical Commission

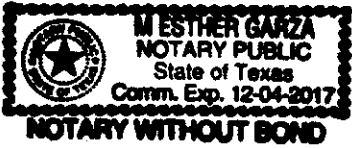
By: [Signature]
Mark Wolfe
Executive Director

STATE OF TEXAS:

On this the 25th day of September, in the year 2014, before me, a Notary Public in and for the State of Texas, the undersigned officer, personally appeared Mark Wolfe, who acknowledged himself to

be Executive Director of the Texas Historical Commission, a state agency organized under the laws of the State of Texas, and that he as such Executive Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Texas Historical Commission by himself as Executive Director.

In witness whereof, I here unto set my hand and official seal. M. Esther Garza
Notary Public



The State of Texas
 County of Hunt } This indenture made the second day of
 April A.D. one thousand eight hundred
 and fifty between McQuinn, A. Wright of the one part of the County
 of Hunt and William R. Harrison of the other part of the County
 of Hunt and State of aforesaid Witnesseth that the said McQuinn
A. Wright for and in consideration of the sum of fifty
 Dollars Good and Lawful money of the United States to him
 the said McQuinn, A. Wright in hand paid the Receipt
 Whereof is hereby acknowledged, hath granted bargained and
 sold and by these presents do grant bargain and sell
 unto the said William R. Harrison his heirs and assigns forever
 the following described piece of Land and premises to wit
 being Situated in the Town of Greenville County of Hunt and State of
 Texas and in Block No. 14 Section in the plan of said Town
 and Lot No. 11 One Section on the West Side of the Public Square
 adjoining the square and bounded as follows Beginning
 at the North East Corner of said Block known as No. 14
 Section, Running West 118 feet one hundred and eight feet to
 a Stake, Thence South 52 feet fifty four feet to a Stake,
 Thence East 118 feet one hundred and eight feet to a Stake One
 the Public Square, Thence North 52 feet fifty four feet to a
 Stake the Place of Beginning, bounding said Lot known
 as Lot No. 1 in the above Block No. 14 Section together
 with all and singular the Rights members and appurtenances
 thereto belonging, or in any wise appertaining to have and
 to hold the said Land and premises thereto in anywise
 him the said William R. Harrison his heirs and assigns and Legal
 Representatives forever, hereby warranting and defending the
 title to the same to him the said William R. Harrison his heirs
 executors administrators and Legal Representatives forever
 against the Claims of all persons lawfully claiming the
 same or any part thereof whatsoever through or under any
 name, making this deed equal and good in all respects as the
 Patent for the same issued to me from the Government
 bearing date the 28th day of January A.D. 1850, No. 365-
 Vol. 2nd Sec. 2nd Cl. of the State of Texas
 Testimony of Whitely J. Adams Sheriff of said County
 and Sec. using a seal for said this the day and
 date first above written

Witness my hand and seal this 2nd day of April 1850

McQuinn, A. Wright William R. Harrison

The State of Texas
 County of Hunt } Before me James B. ...

Co. G. H. C. was on this 2nd day of Aprill 1850 at
 10 o'clock of the day personally appeared M. H. Wright the
 father of the said Harrison, and being one of the depts. of Conway
 Harrison, and signed his name thereto and a seal
 placed as his Notary set and deed & for the Consideration
 purposes therein set forth —
 Intending Whomever I have hereunto set my Official
 Signature and seal of office in presence of the said
 office in the Town of Greenville this the 2nd day and
 year above Writing

James Broady Clerk of the Court, Co. G. H. C.

Filed in my office for Record this 2nd day of Aprill 1850. & Record
 the same day.
 Witness
 James Broady Clerk of the Court, Co. G. H. C.

The State of Texas
 County of Hunt. This indenture made the Twenty Second day
 of March 1850 between M. H. Wright of the one Part and John W. Seams,
 Isaac B. Bantus, Meredith Hart, James Hooker and James
 Hobbs as Town Commissioners for the Town of Greenville,
 appointed by the Legislature of the State of Texas at its first
 Session in the tenth Legislature, under an act entitled an
 act to create the County of Hunt, and the above specified
 Commissioners of the other Part, all of the County and State
 of Texas, with intent that the said M. H. Wright, in accordance
 with the said act, extending Sanctions for County
 and Town (Purpose or) sets the said by individuals, the said
 M. H. Wright & do by their presents deposes unto the said John
 W. Seams, Isaac B. Bantus, Meredith Hart, James Hooker,
 and James Hobbs, as said Town Commissioners the following
 described Princess being situated in the Territory of Johnston
 County, on the Waters of the Camp Branch fork of Alabama River
 the same being a part of a Six hundred and forty acre Survey
 made in the Name of M. H. Wright, of signs of John
 Phillips, on the North of the said Callaway Line.

Beginning at the North Corner of the
 Line of Merwin Callaway Line, and thence in an easterly
 Callaway Line 258 7/10 Acres West of the 30th mile Post on
 said Callaway Line, thence North crossing a branch
 217 7/10 Acres a Post in Point from which a branch
 of the said Callaway Line in diameter is South 21 1/2
 Distance of the said line with the said
 in West 7 1/2
 the same
 21 1/2
 acting

352. Seems of Murrens Callery a Teath from which a Teath 6. inches in diameter bears 34° E. 2. & $7/10$ Nor or distance McDermott with the Sutters J.W. Es. and another Heath 10. inches diameter bears south 40° E. 4 & $7/10$ Nor or distance two miles the Sutters T.D. Thence East with the North bearing Seem of Said Callery 74° & $7/8$ Nor or to the Plot of Pyrites containing one hundred acres of Land, together with one and Singular the Rights numbers appertain in uninterrupted on in any wise appertaining. With the Exceptions of the following described pieces or parcel of Land, lying and being in Said location, in the Town of Greenwich in the Plan of Said Town. Block known as No 18, Eighteen and one Lot in Block No 14. Sanitum, Lot No 7 Seven, wherein and to hold the of the said Land and Primes with the of the said Exceptions. heretofore described, unto them the Said Town Commissioners and then deposited in office and then applied for and humbly recommending and defending the title to the Land. to them the Said Commissioners and then Legal Representations against the Claims of all persons Whosoever lawfully claiming the Land or any part thereof by through or under any title. Nothing this deed agrees and binds in all respects of the Patent for the Land bearing date the Twenty Eighth of January 1850. Given to McDermott Wright, of the County of Hermit, No 360. Vol 3rd of Clays. Witness whereof I have humbly set my hand and seal for Sale this 32nd day of April 1850.

W.M. Wright Deed

The State of Texas
County of Hermit. Before me the undersigned Clk of the County Court of Hermit County, on the 28th day of March 1850, at 8 o'clock in the P.M. Personally appeared W.M. Wright the maker of the within deed of Conveyance of the Commissioners of the Town of Greenwich, who to me is known as Such, and signed and delivered the same in my presence, and acknowledged the same as his voluntary act, and deed, and for the best interest and meaning of the Donor, things contained and expressed, wherein I have humbly set my hand and seal for Sale this 32nd day of April 1850.

W.M. Wright
James Braley Clk of the Court of Hermit County

Filed in my office on April 1st 1850. at 2 o'clock in the P.M.
Recorded the 8th day of April 1850
W.M. Wright
James Braley Clk of the Court of Hermit County

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B The Survey of the County of Hunt 30th Nov. 1846.
 The field notes of the County of Hunt surveyed the 20th of November
 AD 1846. Beginning at the South East corner of Old Famine on a Post
 oak. From which a post oak marked H.C. to Bears South 48 West 22.
 Varas. Thence South 580 Varas timber, 1900³/₄ Varas Cherry one 1 7/8 up
 into Creek 1900³/₄ Varas 22 L 6 at 1900³/₄ Varas 23 L 5 at 1900³/₄ Varas 24 L 4
 at 1900³/₄ Varas 25 L 3 at 560 Varas Creek Timber at 1900³/₄ Varas 26 L 2 from
 which oak marked H.C. Bears North 28 1/2 to mark H.C. Bears North
 61 West 17 1/2 Varas at 1900³/₄ Varas 27 L 1 from which a post oak marked
 H.C. Bears South 23 1/2 West 4 1/2 Varas, do marked H.C. Bears South
 18 West 11 3/4 Varas. at 1900³/₄ Varas 28 L 2 from which a post oak marked
 H.C. Bears South 24 West 11 Varas do marked H.C. Bears North 22
 West 11 Varas. at 950 Varas 29 L 1. The South East Corner of Street
 Locality, from which a post oak marked H.C. Bears South 48 West 4 1/2
 Varas do marked H.C. Bears West 10 1/2 Varas Black Jack marked H.C. Bears
 North 77 1/2 West 19 1/2. Thence West 570 Varas Branch 1900³/₄ - 12 24
 from which a Post Oak marked H.C. Bears North 37 1/2 East 20 Varas do
 marked H.C. Bears North 40 1/4 East 20 Varas at 1900³/₄ - 2 L 30 from which
 a Red Oak marked H.C. Bears North 57 1/4 West 23 Varas do marked H.C. Bears
 North 3 1/4 West 10 Varas at 500 Varas Branch at 1118 Branch at 1900³/₄
 Varas 3 L 22. from which Elm marked H.C. Bears North 27 East 9 Varas Pine
 marked H.C. Bears North 42 East 22 Varas at 1150. Varas Sabine Bears South
 27 East 57 wide from Top to Top at 1900³/₄ Varas 4 L 21 Square tree
 marked H.C. from which Elm marked H.C. Bears South 28 1/4 East 4 Varas
 also Square tree marked H.C. Bears North 12 East 3 Varas at 1800³/₄
 Varas Prairie at 1900³/₄ Varas 5 L 20 at 910, 05 timber at 1900³/₄
 Varas 6 L 19. From which a Red Oak marked H.C. Bears 64 1/4 East 8 1/2
 Varas do marked H.C. Bears North 7 Varas at 1900³/₄ Varas 7 L 18. from
 which Black Oak marked H.C. Bears North 31 1/4 East 3 Varas Hack-
 berry marked H.C. Bears North 47 3/4 West 12 Varas at 1900³/₄ Varas 8 L 17
 from which a Post Oak marked H.C. Bears South 23 West 4 Varas
 do marked H.C. Bears North 37 1/2 West at 1900³/₄ Varas 9 L 16. at 1900³/₄
 Varas 10 L 15. from which a Post Oak marked H.C. Bears North 13 1/2
 West 9 1/4 Varas at 70 Varas Creek crossing it several times at
 1900³/₄ Varas 11 L 14. from which a Spanish Oak marked H.C. Bears
 North 58 East 6 Varas Hackberry marked H.C. Bears North 31 1/4
 West 2 1/4 Varas at 1900³/₄ Varas 12 L 13. at 1900³/₄ Varas 13 L 12
 from which post oak marked H.C. Bears North 7 1/2 East 9 Varas
 do marked H.C. Bears South 76 East 3 Varas at 1900³/₄ Varas
 14 L 11. from which a Post oak marked H.C. Bears North 58 East
 14 Varas do marked H.C. Bears North 30 East 12 Varas at 1900³/₄
 Varas 15 L 10. Post Oak marked H.C. Bears North 47 West 6 1/4
 Varas do marked H.C. Bears South 3 1/4 East 11 3/4 Varas at
 1900³/₄ Varas 16 L 9. Post Oak marked H.C. Bears North 32 East
 4 1/2 Varas do marked H.C. Bears North 60 West 10 1/2 Varas at 1000
 Varas a bush at 1900³/₄ Varas 17 L 8. a Post oak marked H.C. Bears
 North 78 1/2 West 18 Varas 18 marked H.C. Bears North 18 West

400 varas at 1900 1/2 varas crossing several branches 18 L 7 Post
 Oak mark & H.C. Bear South 2 1/4 East 19 1/2 varas or mark X
 Bear South 5 1/2 East 24 1/4 varas at 800 varas Branch 9 1/2
 Branch 1770 Prairie at 1900 1/2 varas 19 L 6 at 1390 varas
 Timber at 1900 1/2 varas 20 L 5 - Elm mark & H.C. Bears North
 68 3/4 West 1 1/4 varas Black Jack mark & X Bear North 19 W. 1st
 400 varas at 1500 Prairie at 1900 1/2 21 L 4 - a Black Jack mark &
 H.C. Bear 110 at a 110 timber 170 varas - Prairie 1000 timber 1900 1/2
 varas 22 L 3 - Elm mark & H.C. Bear North 89 East 9 3/4 varas
 Hackberry mark & H.C. - Bear North 76 East 7 1/4 varas at 1900 1/2
 varas 23 L 2 - a Post Oak mark & H.C. Bear North 2 1/4 East 15 varas
 at Prairie 650 Timber 200 varas Prairie at 1900 1/2 varas 24 L 1 -
 at 650 varas the head of Bush Creek the head of the Trinity water
 at 1900 1/2 varas 25 miles from which a Muskrat Tree mark & H.C.
 Bear South 78 East 76 - varas - The South West Corner of Hunt
 County - Thence North 1900 1/2 varas 1 L 33 3/4 at 1900 1/2 varas
 2 L 33 at 1900 1/2 3 L 31 at 1900 1/2 varas 4 L 30 at 1900 1/2 varas 5 L 29 a
 Hackberry mark & H.C. Bear North 8 West 2 varas Red Hawk
 mark & H.C. Bear North 76 West 8 varas - at 560 varas 6 L 28 at
 1900 1/2 varas 6 L 28 a Elm mark & H.C. Bear North 26 West 1/2
 mark & X Bear North 28 West 30 varas at 1900 1/2 7 L 27 at 1900 1/2
 varas 8 L 26 at 1900 1/2 varas 9 L 25 at 1900 1/2 varas 10 L 24 at 1900 1/2
 varas 11 L 23 at 1900 1/2 varas 12 L 22 at 1900 1/2 varas 13 L 21 at
 1900 1/2 varas 14 L 20 at 1900 1/2 varas 15 L 19 at 1900 1/2 varas 16 L
 18 at 1900 1/2 varas 17 L 17 at 1900 1/2 varas 18 L 16 at 1900 1/2 varas 19 L
 at 1900 1/2 varas 20 L 14 at 1900 1/2 varas 21 L 13 at 1900 1/2 varas 22 L
 at 1900 1/2 varas 23 L 11 at 1900 1/2 varas 24 L 10 5/8 at 1900 1/2 varas 25 L 9
 from which a pecan mark & H.C. Bear North 8 1/2 West 6 1/4 varas
 at 1900 1/2 varas 26 L 8 a Cedar Tree mark & H.C. from which the Spring
 Oak mark & X Bear North 81 West 1 varas at 1900 1/2 varas 27 L 7 at
 1900 1/2 varas 28 L 6 at 1675 varas Branch at 1900 1/2 varas 29 L 5
 an Elm mark & H.C. Bear South 276 East 33 varas at 670 varas
 timber at 1350 creek at 1900 1/2 varas double Ash mark & H.C. 20 L 4
 at 210 varas Creek at 1900 1/2 31 L 3 at 800 varas Prairie at 1900 1/2
 varas 32 L 2 Elm mark & H.C. at 1900 1/2 varas 33 L 1 3/4 at 1900 1/2 varas
 34 L 3/4 at 960 varas 3 1/2 miles - The North West Corner of
 Hunt County from which a Hackberry mark & H.C. Bear
 South 2 1/4 East 1 1/2 varas mark & H.C. Bear South 31 East 6 varas
 do mark & X Bear South 35 East 4 3/4 varas - Thence North
 do S. 1/2 East 585 varas 25 7/8 a Hackberry mark
 H.C. Bear North 92 West 1 1/2 varas - at 110 varas timber
 at 1900 1/2 varas 1 L 24 at 1900 1/2 varas 2 L 23 at 1900 1/2
 varas 3 L 22 Elm 200 varas Prairie the divide between the
 and Trinity at 1900 1/2 varas 4 L 21 at 200 varas the South
 Branch of Little Sulphur at 1900 1/2 5 L 20 a Hackberry
 mark & H.C. Bear North 38 West 2 varas at 1900 1/2 varas 6 L 19
 from which a Bird & Tree mark & H.C. Bear North 17

A. W. at. at 1900³ - varas 7 L 18. Pecanum mark & H.C. bears south
 5.2 East Red Haw mark & X bears North 5² West 3 1/2 varas call
 varas Prairie 1900⁴ = 2 varas 8 L 17 from which a Hackberry
 marked X North 2² East 12 1/2 varas at 1100 varas (line bar
 at 1900⁴ varas 9 L 16 from which an Ash mark & H.C. bears
 North 15² East 2 1/4 varas, at 175² varas a Birch at 1890 -
 Prairie at 1900⁷ - 10 L 15 at 1625 varas Timber 1800 varas Jones
 Creek 1900⁷ = 11 L 14 from mark & F. bears 14² East 5 1/2 varas
 at 1900⁴ varas in shot Creek a Bois d'Ar. 12 L 18 at 1900⁴
 from which a Pecanum mark & H.C. bears North 15² West
 12 1/2 varas Pecanum mark & X bears North 22² East 14 1/4 varas
 18 L 12 at 1900⁴ - 14 L 11 - at 1900⁴ - 15 L 10 Spanish Oak mark &
 H.C. bears South 96 1/2² East 18 varas at 600 varas Middle Sul-
 phur 700 Prairie 1900⁷ = 16 L 9 from which an Elm mark & H.C.
 bears South 67 1/2 West 16 1/2 varas at 1900⁴ varas 17 L 8 from which
 a Spanish Oak mark & F.C. North 22 varas at 1900⁷ varas 18 L 7 at
 50 varas Creek at 200 - Branch 600 Timber 1200 Prairie 1900⁷
 19 L 6 at 1400 Prairie at 1900⁴ 20 L 5 from which an Elm mark & X
 bears North 29² East 2 varas Elm mark & H.C. bears North 89²
 West 2 1/2 varas at 1700 varas Prairie 1900⁴ = 21 L 4 at 800 varas
 Timber 600 Prairie 1900⁴ = 22 L 5 at 500 varas Timber 1900⁴ 23 L 2
 from which a Hackberry mark & H.C. bears North 47 West 7 1/4
 varas at 1280 varas branch 1900⁴ = 24 L 1 Elm mark &
 H.C. - at 1900⁴ - 25 L 0 from which an Elm marked F.C. bears
 North 85² West 7 varas Red Haw mark & H.C. bears South 61
 West 4 varas. The North East Corner of Hunt County

I do hereby certify that the above described Boundary Lines is
 truly recorded and examined

Joseph Wilson

Surveyed by McQuinn & Wright - Sept. Surveyor for the
 County Nov. 21. A. D. 1847

	<i>North</i>																																					
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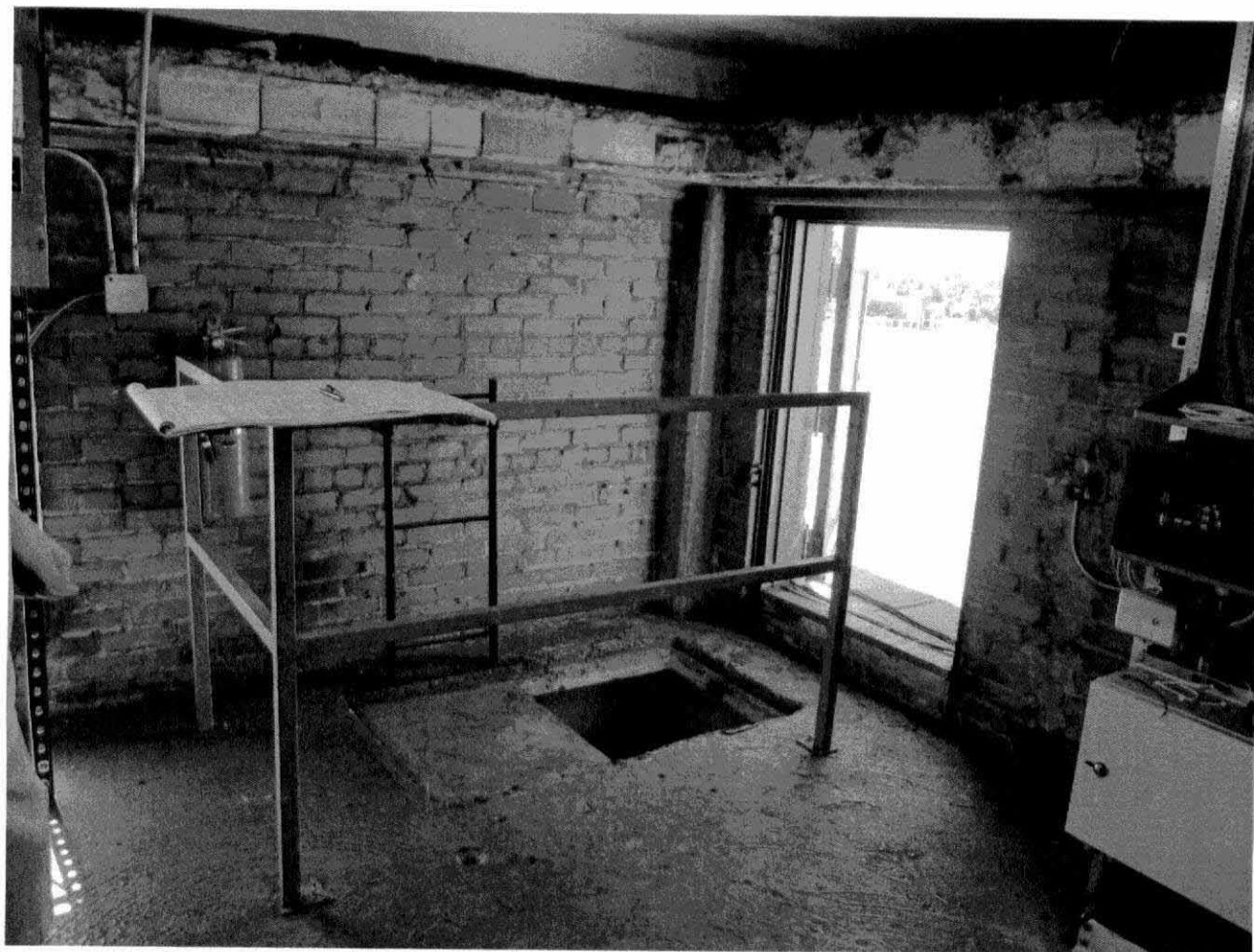
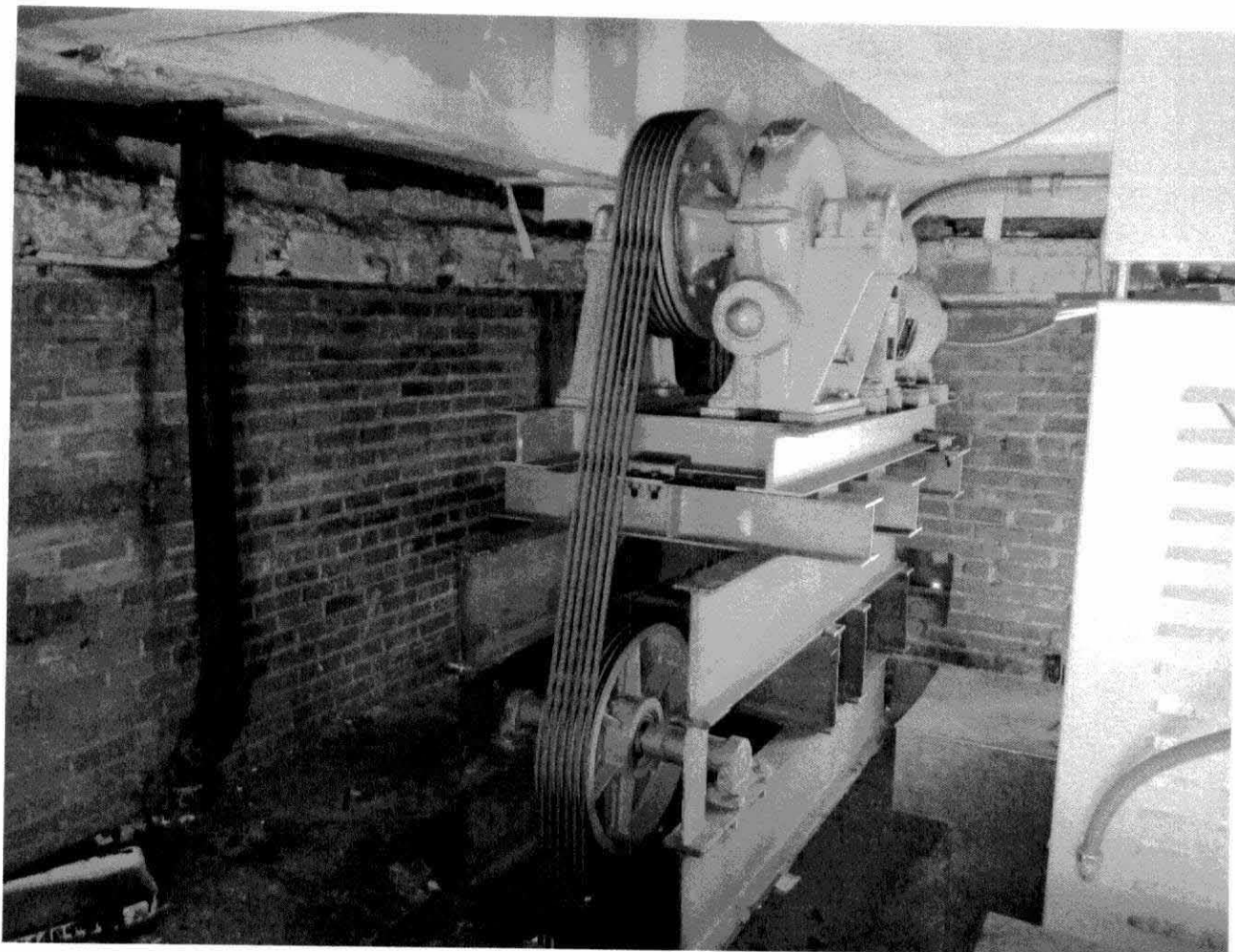
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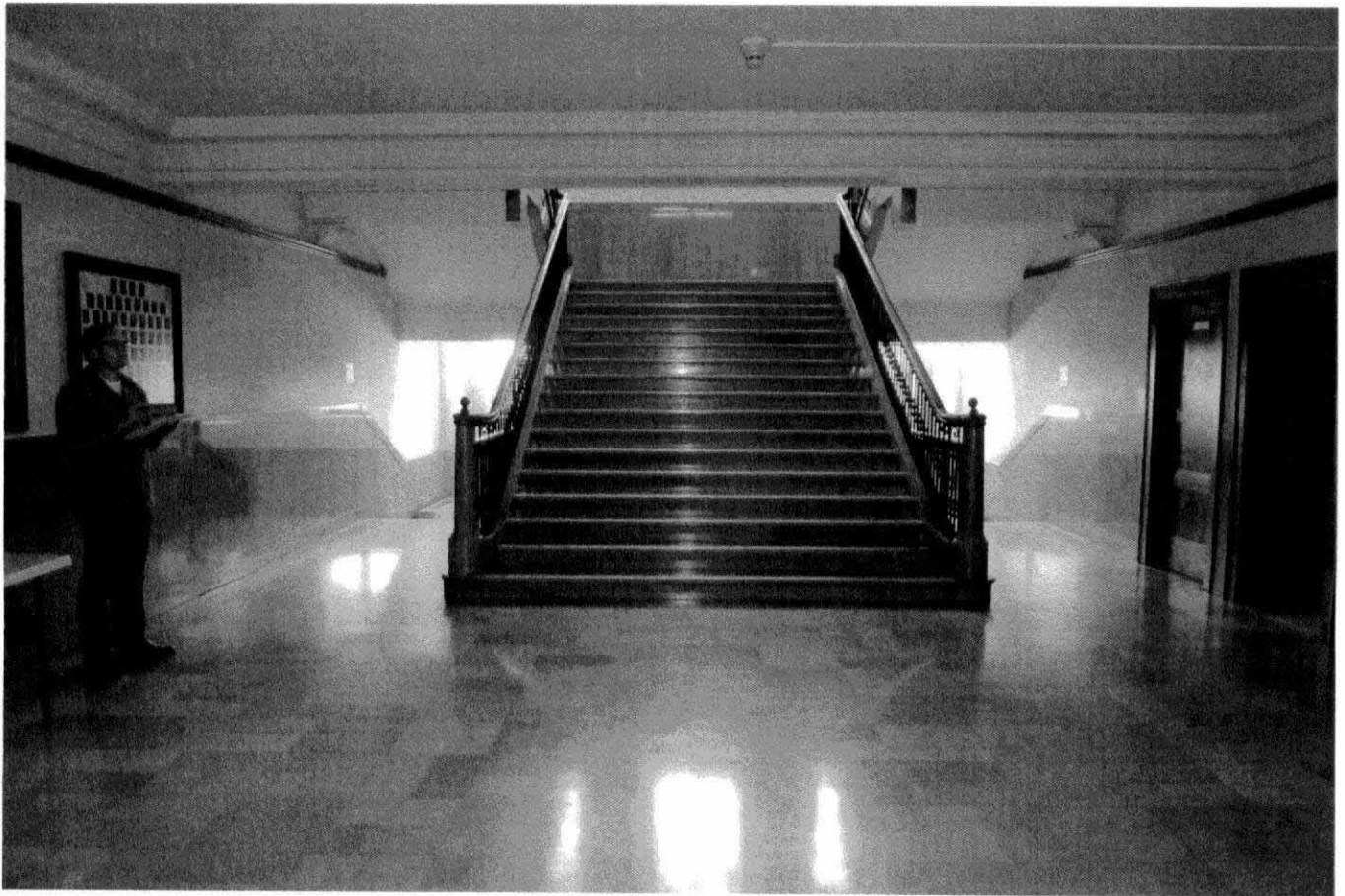
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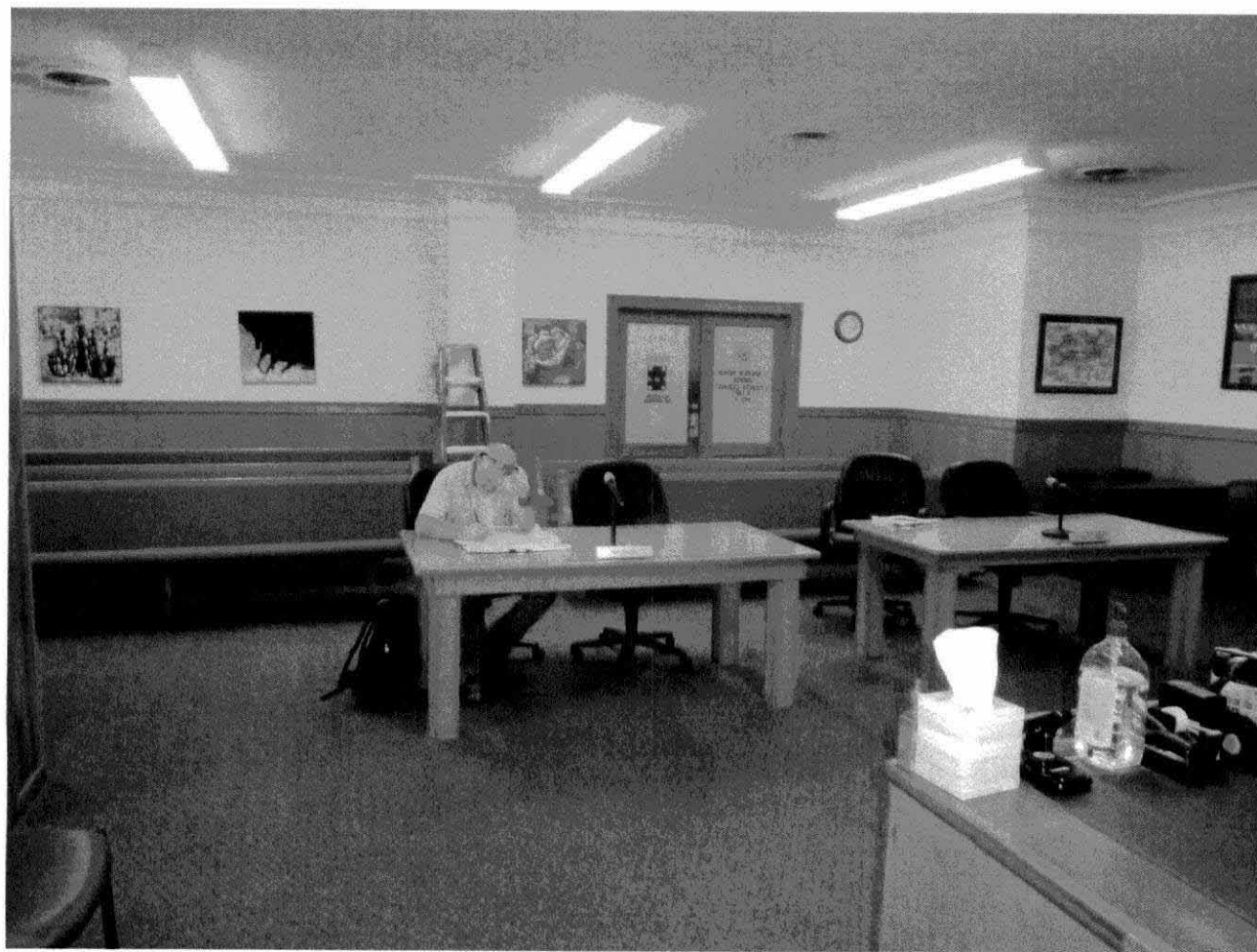
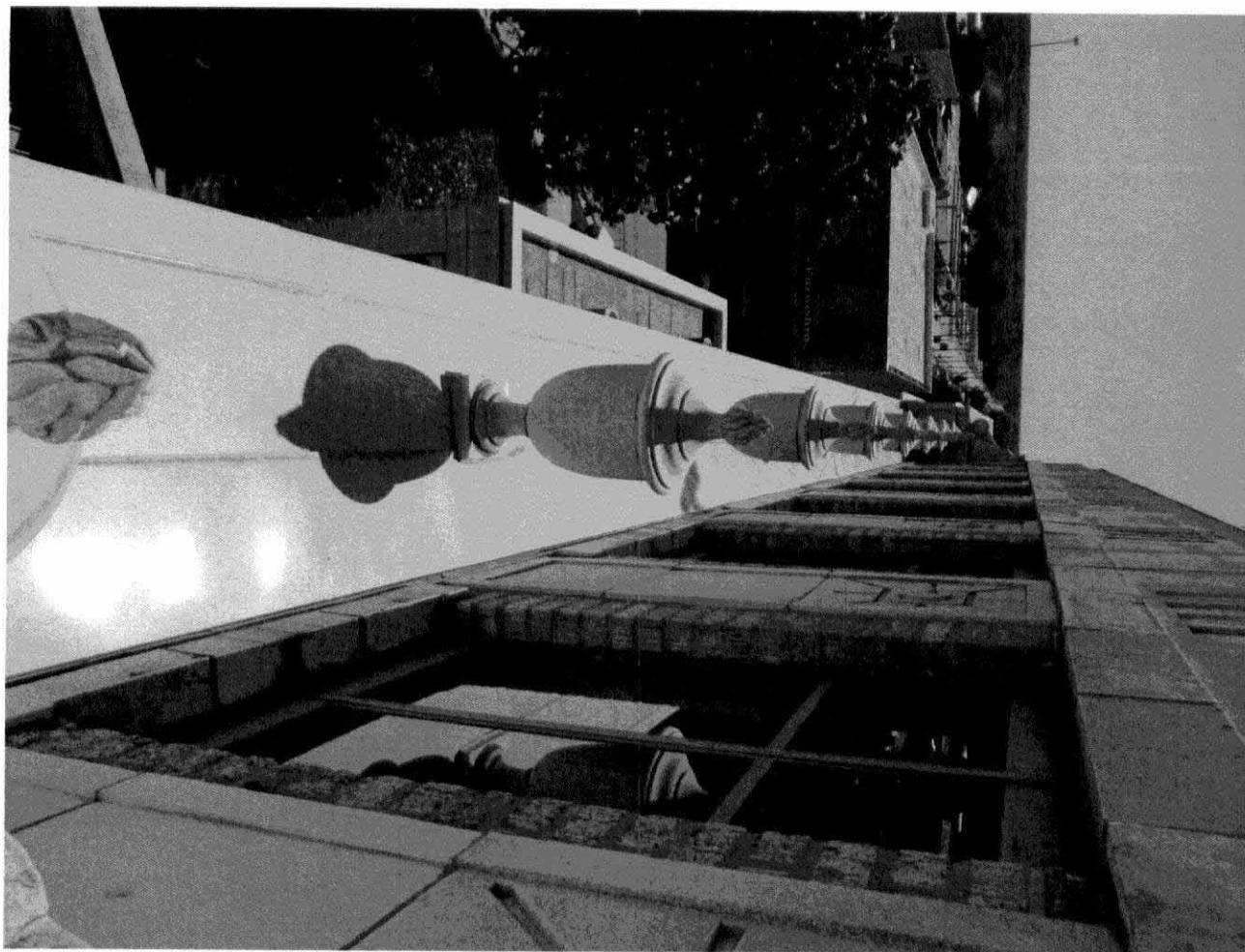
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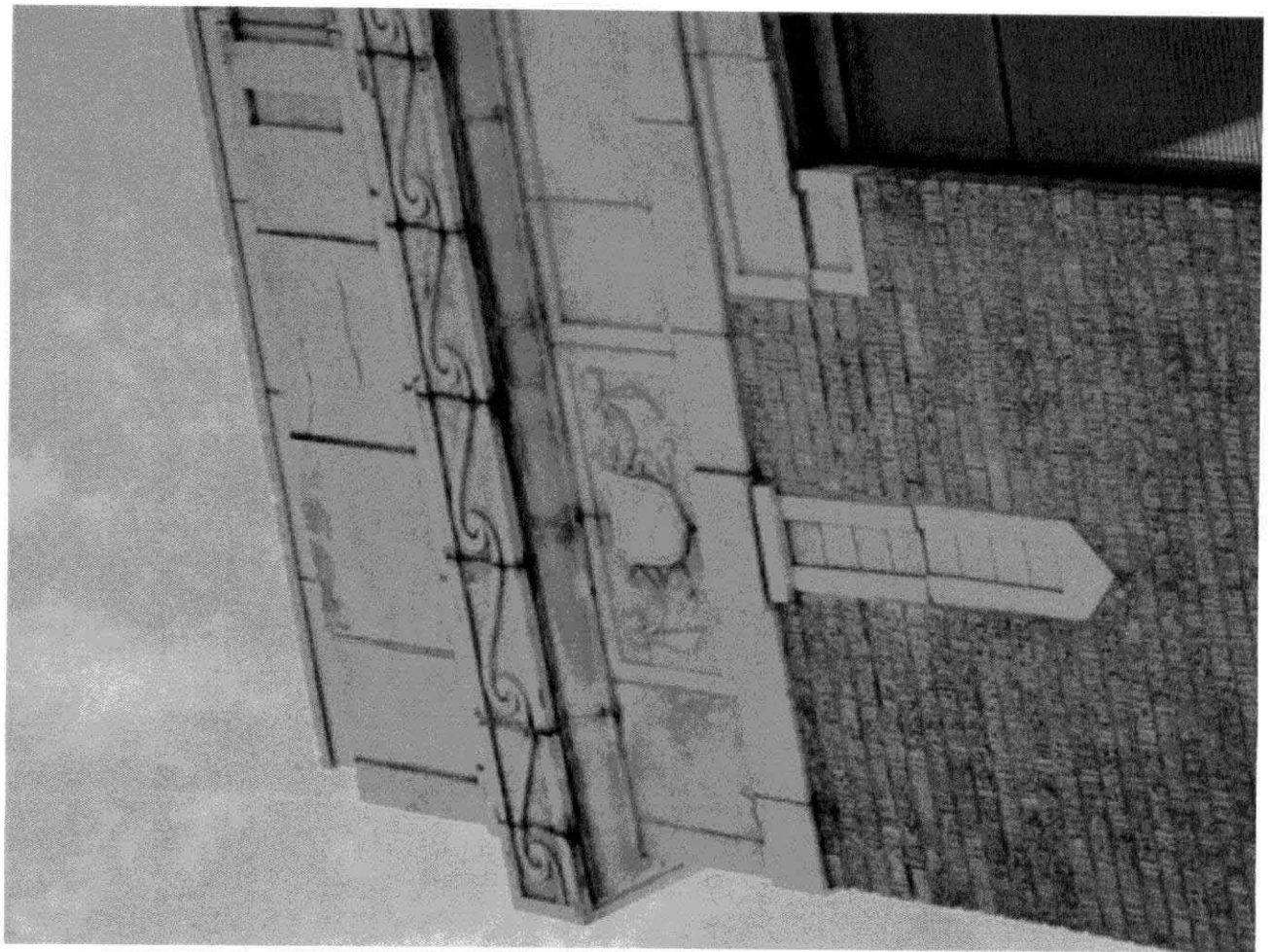
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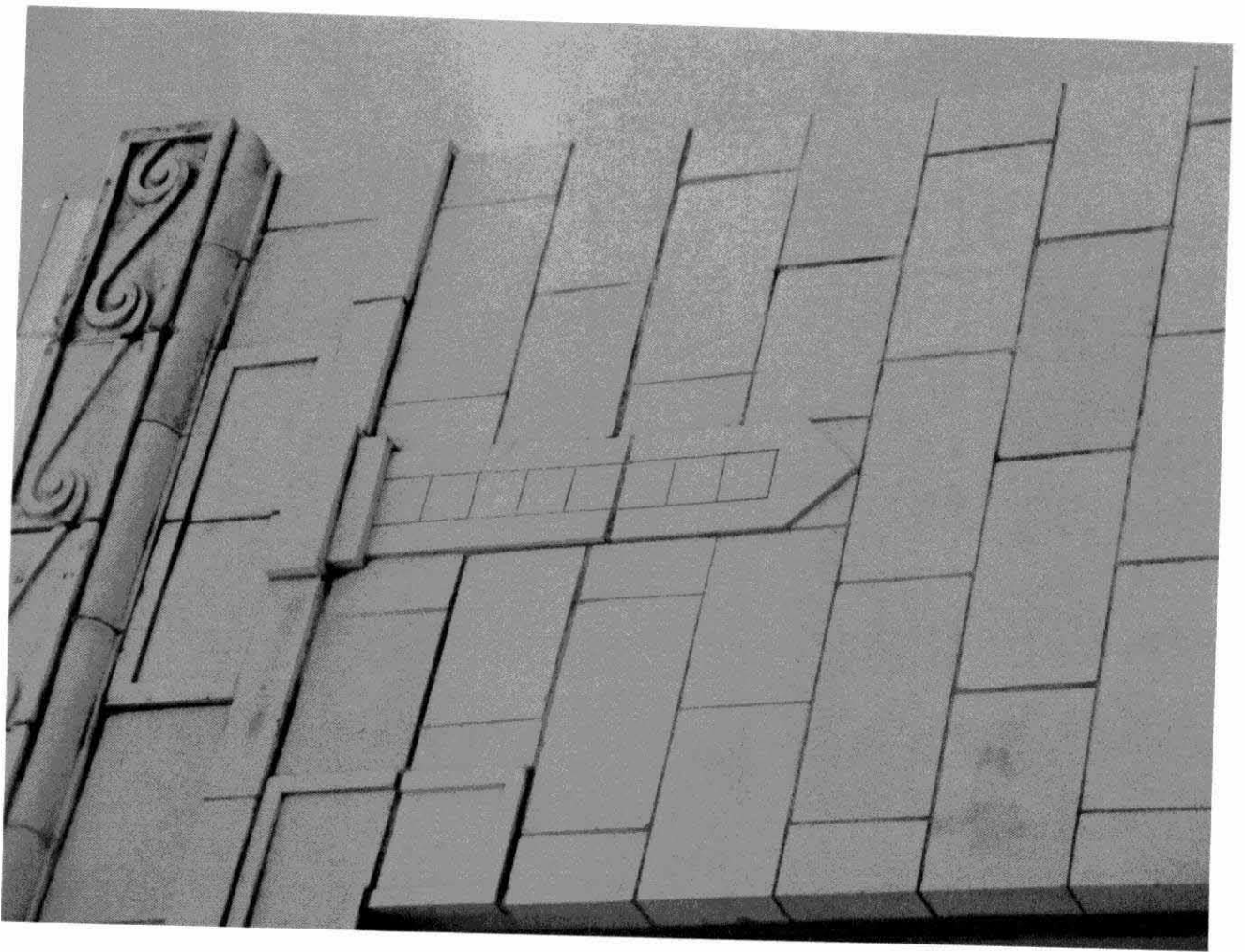










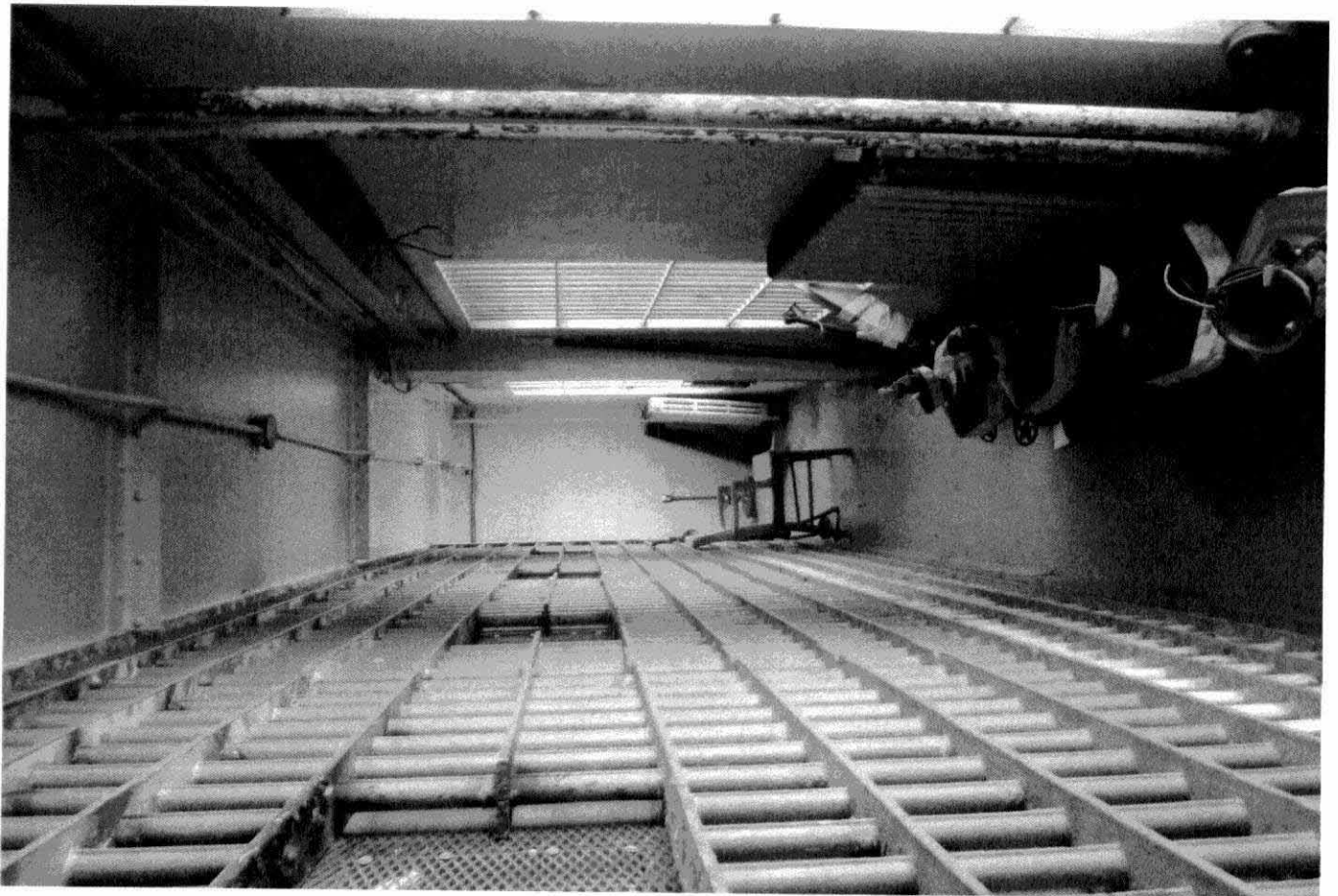
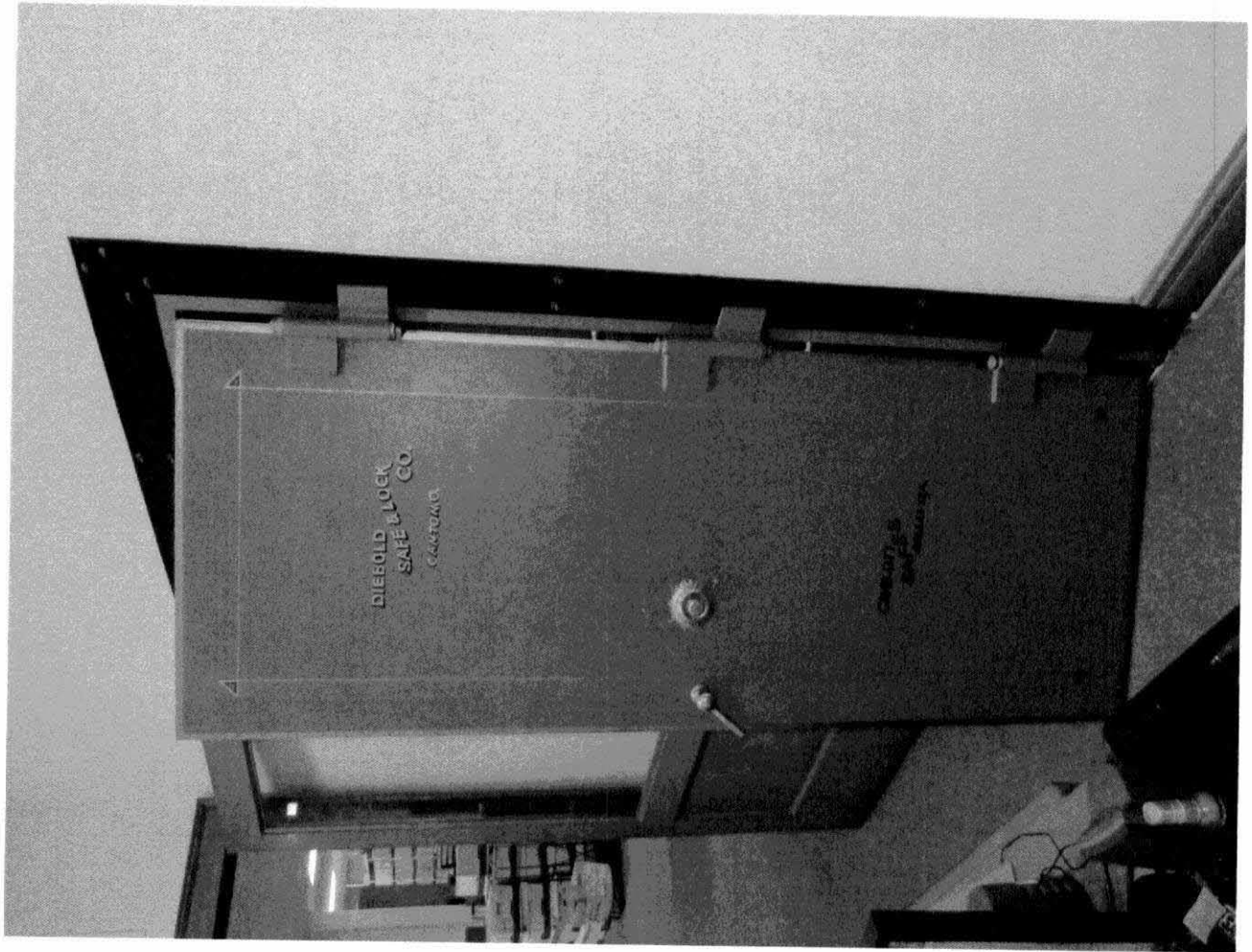




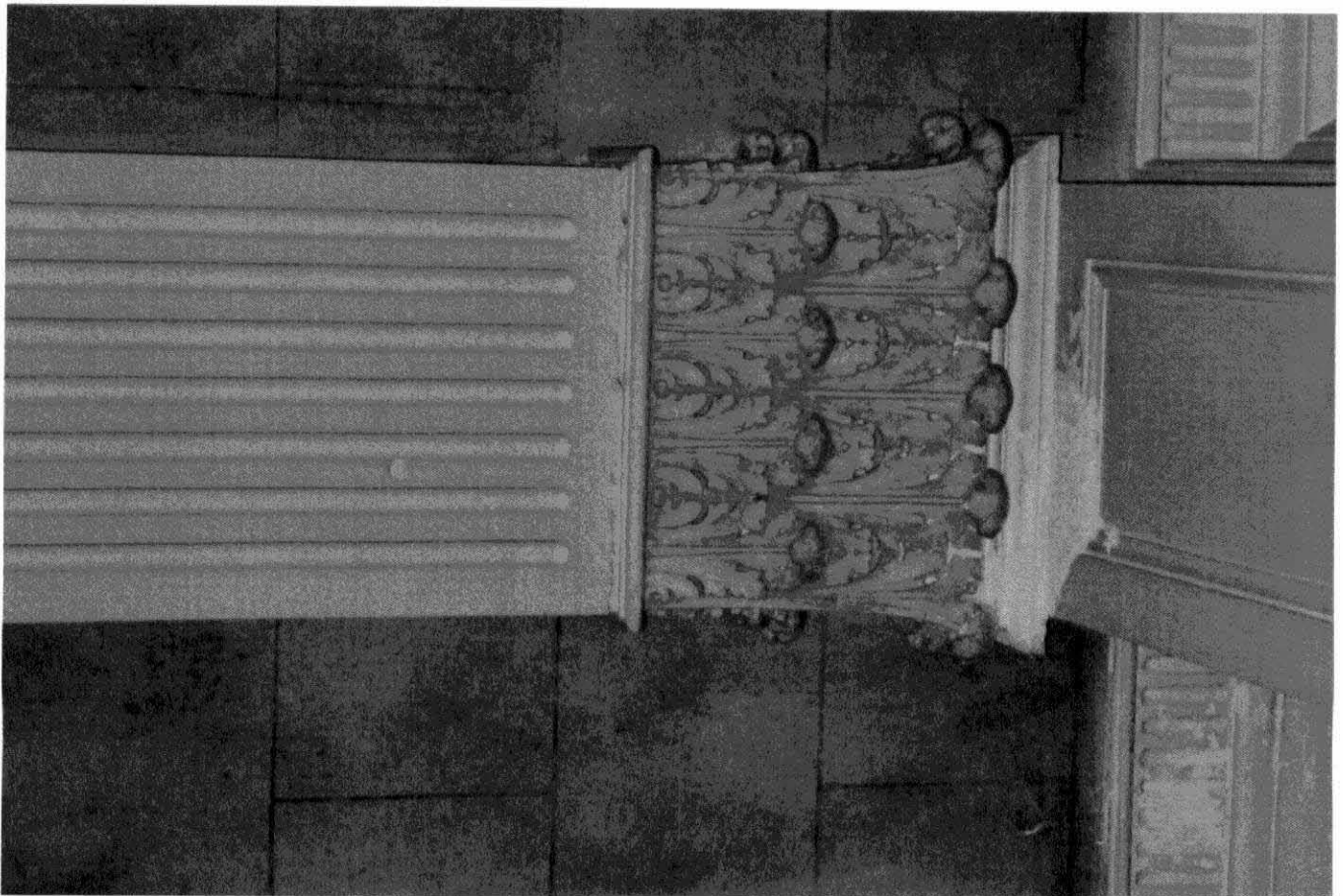




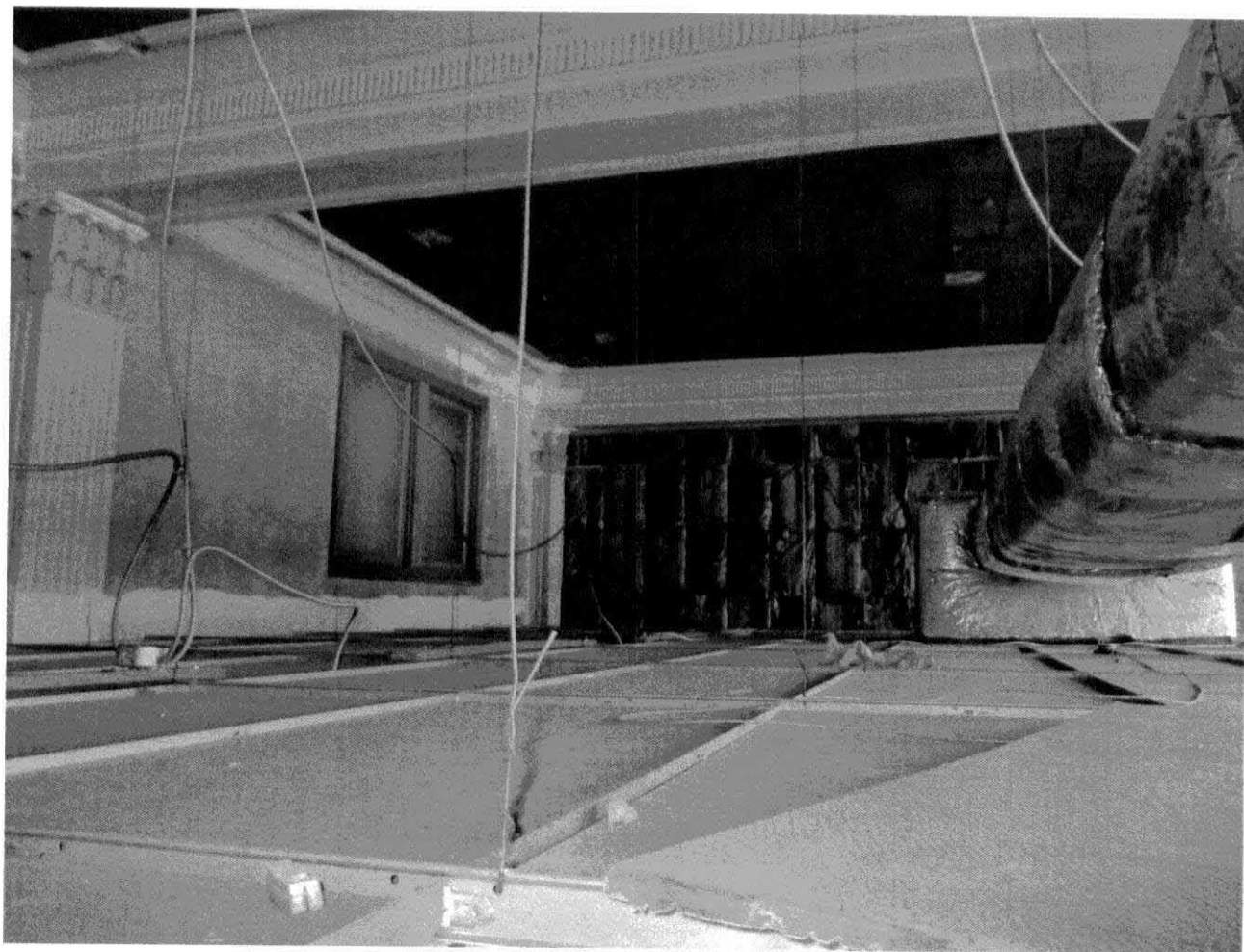


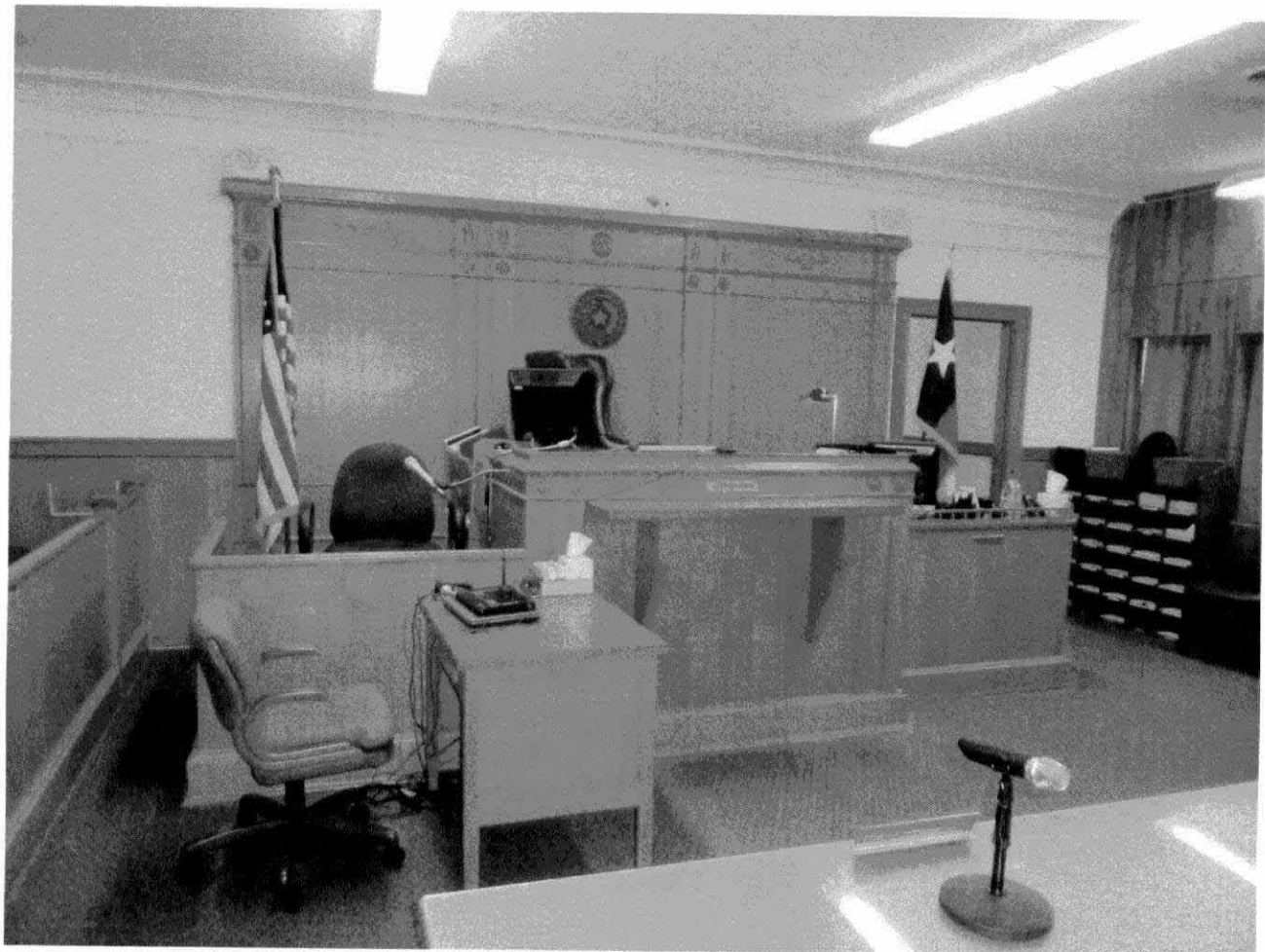




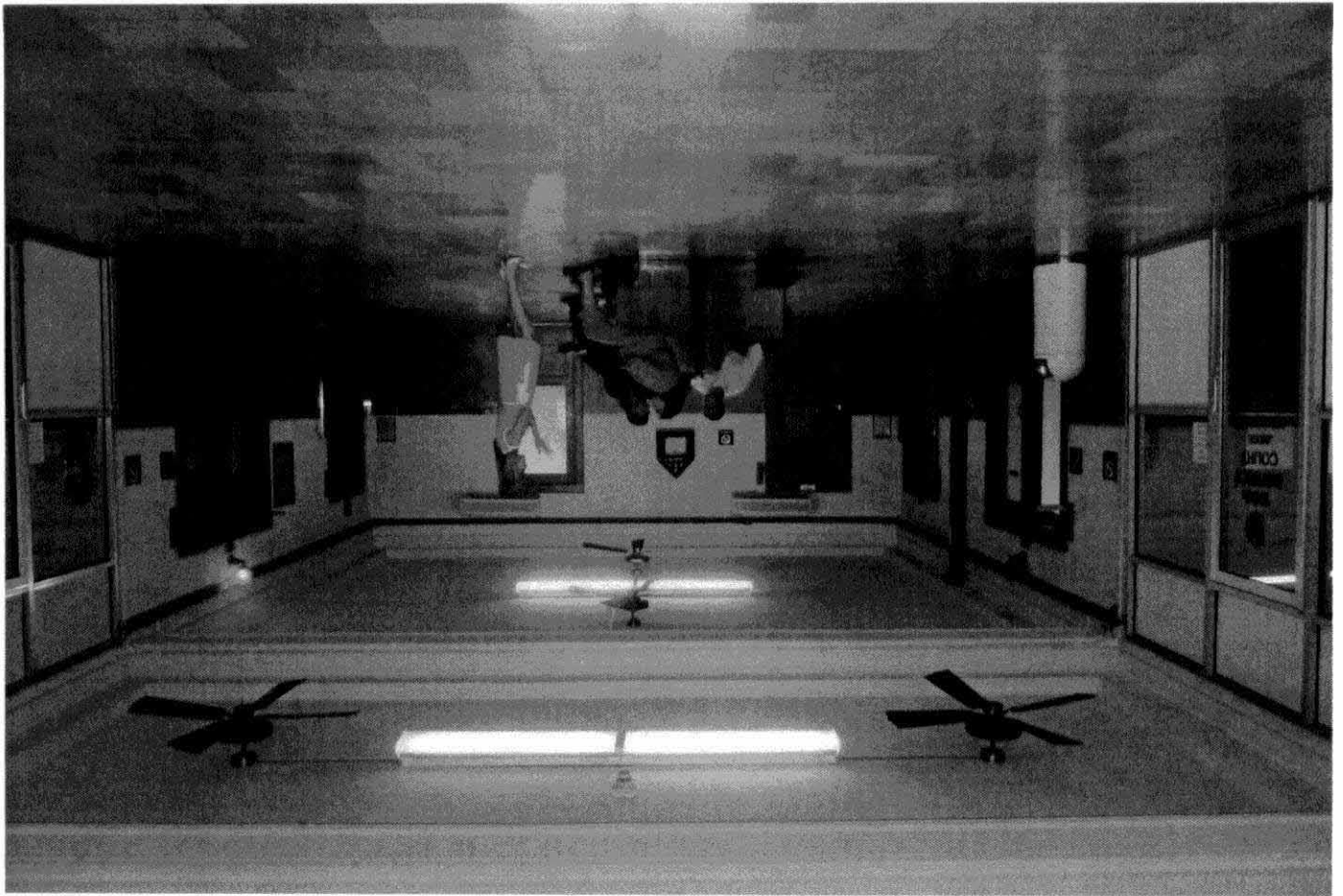


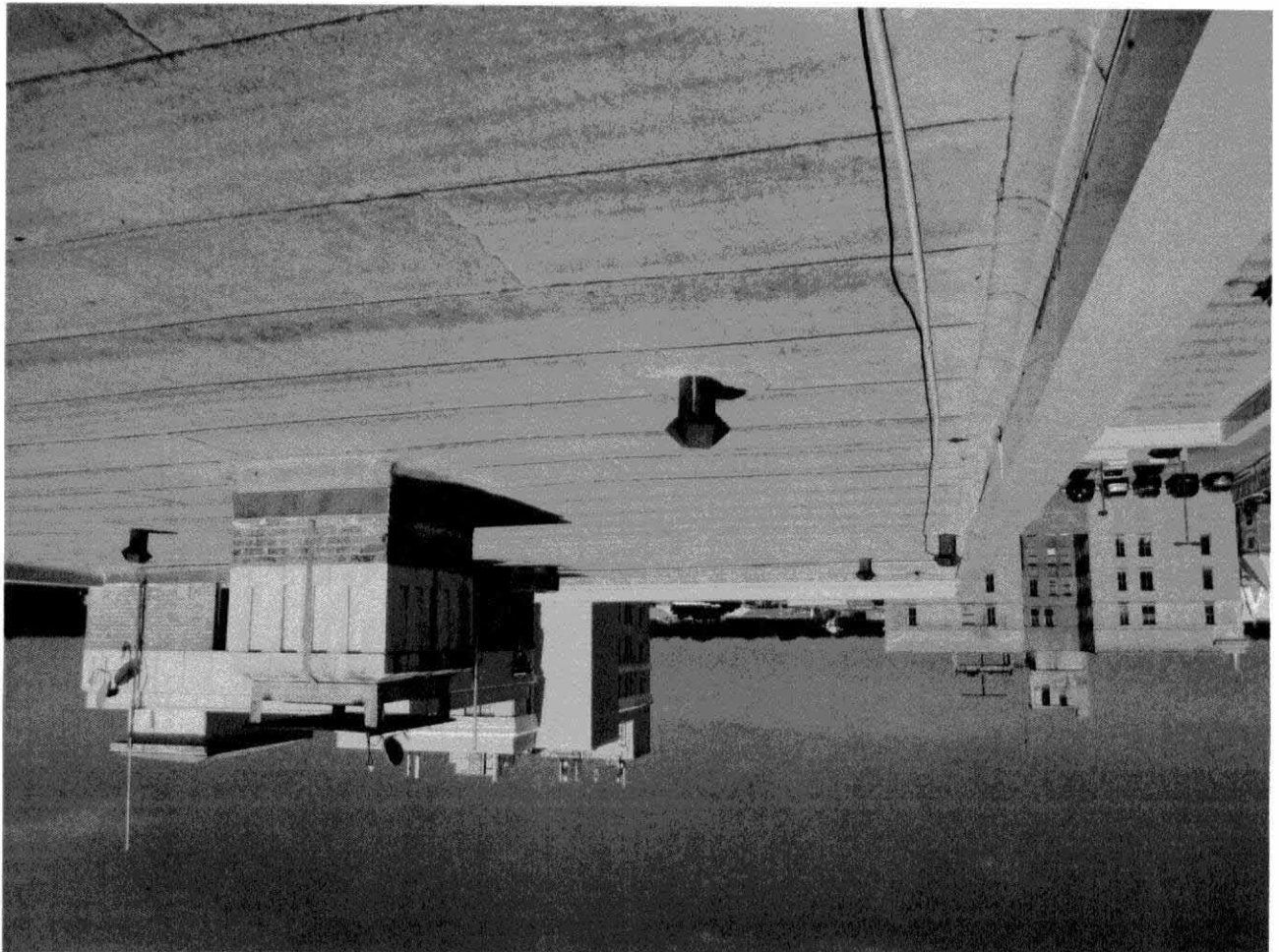
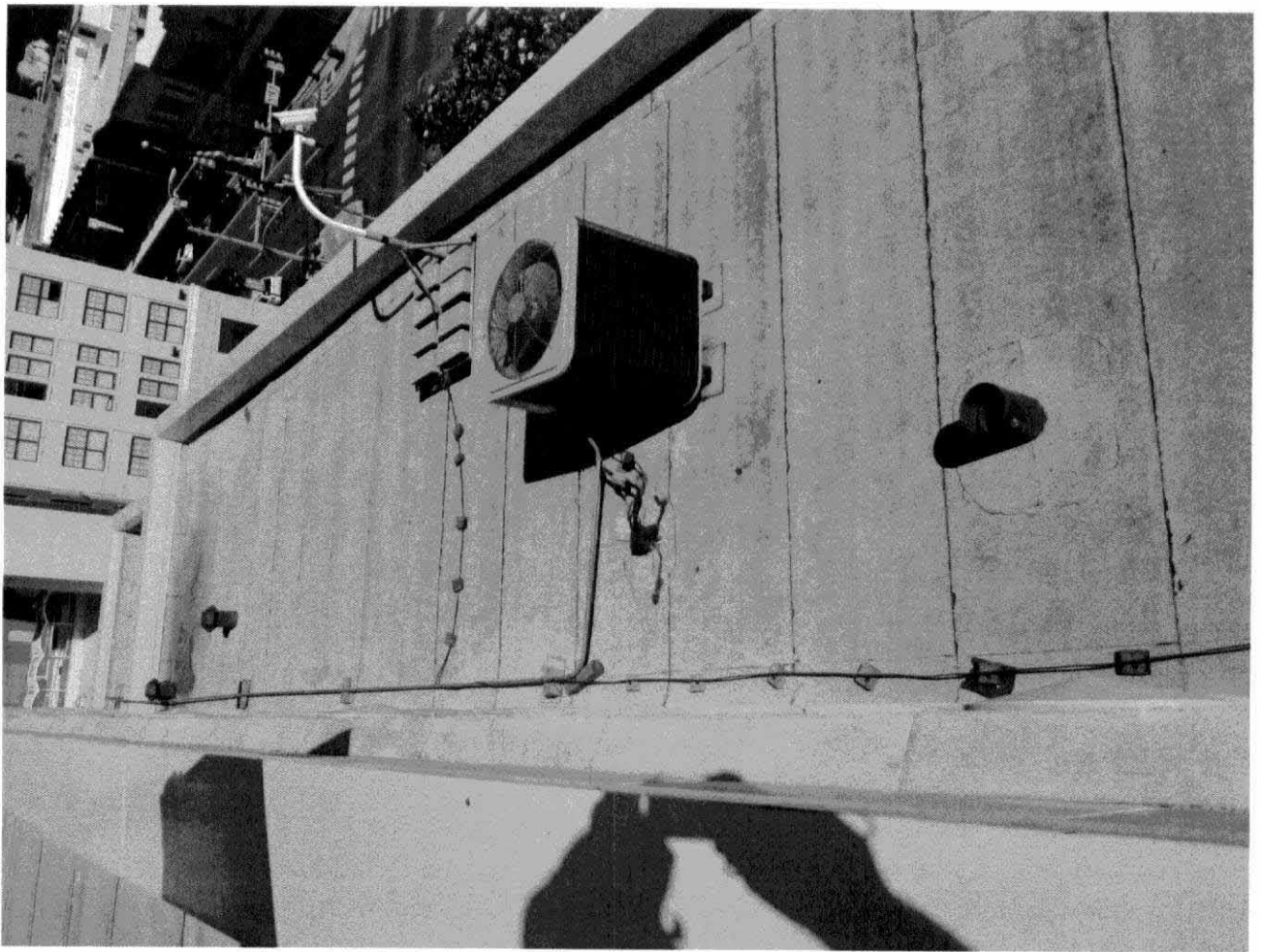














Scope of Protection Documentation

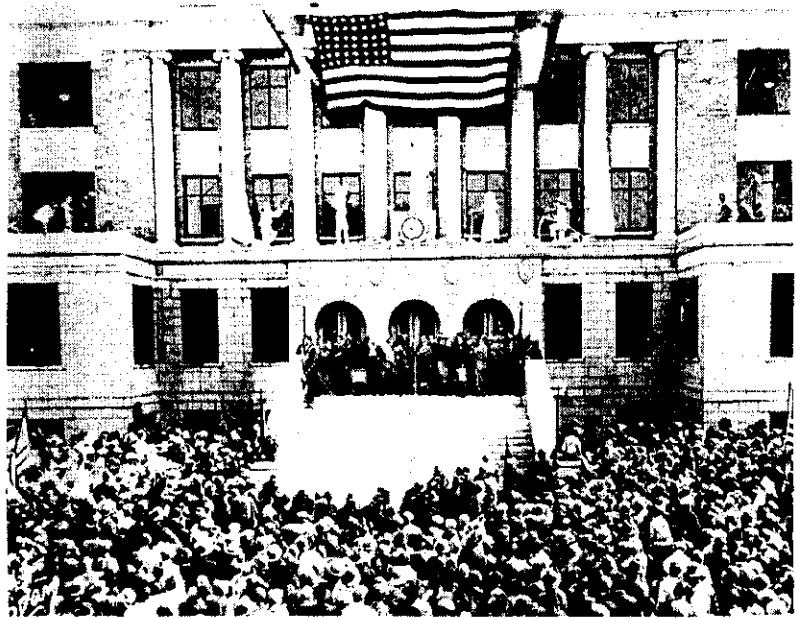
Please refer to excerpts from Hunt County Courthouse Master Plan report that identifies character-defining materials, features, and spaces with a narrative description of their condition. Associated photographic documentation and architectural floor plans are included.

The Existing Courthouse

As the railroads expanded, so did the population, growing to almost 50,000 by the turn-of-the-century. The majority of this population was made up of sharecroppers or tenant farmers producing the area's primary commodity, cotton. The prosperity brought on by the cotton boom allowed the county to once again consider the construction of a new courthouse. In 1922 the county judge and commissioners announced at a meeting of the local Rotary Club that the courthouse was "far too small" and that the court supported the construction of a new courthouse and jail. In June, 1923, E.G. Arnold presented a petition with 200 signatures requesting a referendum regarding the issuance of bonds in the amount of \$400,000.00 for the erection of a new courthouse. The election was quickly announced for July 21st of that year, and just as quickly cancelled without explanation. It was not until the fall of 1927 that the ballot measure would be reintroduced and passed by a narrow margin. The contract for the design of the building was awarded to C. H. Page and Brother of Austin, along with William R. Ragsdale of Greenville. The General contractors during construction were Ben W. Shepherd and Sons of Greenville. A full listing of known subcontractors is included in the National Register of Historic Places narrative for this building contained in the appendix of this report.

The rich architectural legacy of the Page family began with Charles Henry Page. Born in 1876, Page moved to Austin with his family in 1886. Page was certainly influenced by his father's profession as a mason who participated in the construction of the Texas State Capitol Building. Page received his architectural training in the Austin firm of Burt McDonald. By 1898 he was in private practice as C. H. Page, Jr.. He was soon joined by his brother Louis to form C. H. Page and Brother. After Louis' death in 1935, Page was joined by his son, Charles, Jr., to form C. H. Page and Son. The firm's prolific career includes numerous courthouses and other public buildings, residences and commercial structures. In addition to Hunt County, the firm designed courthouses in Travis and Chambers counties. C. H. Page died in 1957. His legacy continues in the form of Page-Southerland-Page, formed by Louis Page's two sons.

The design of the Hunt County Courthouse marks a period of transition in courthouse architecture. The 19th-century courthouses of Texas' "golden age" had been high-Victorian buildings with dramatic colors and ornamentation. The White City of the World's Columbian Exposition brought about a reexamination of these colorful forms at the end of the century and influenced the rise of Beaux Arts designs. Classical forms dominated the designs of early 20th-century Texas courthouses. By the late 1920s, courthouses were again changing in favor of Art Deco and Modern forms. The Hunt County courthouse exemplifies this



Dedication of the Hunt County Courthouse, 1929 (Hunt County).

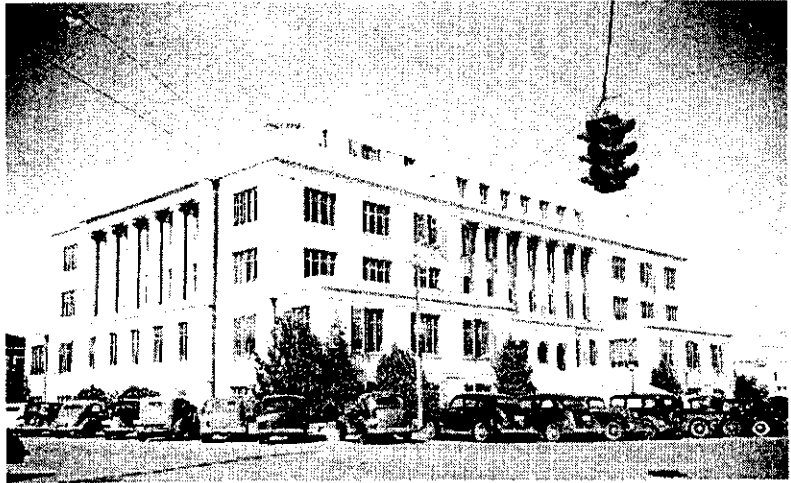
shift; while it is ornamented in the style of classical courthouses such as Harris and Gray Counties, these forms are applied to the layer-cake massing of more modern structures like the Travis and Potter County courthouses.

On April 11, 1929, the date of the 83rd anniversary of Hunt County, the courthouse was dedicated with much fanfare. County Judge T.J. O'Neal formally presented the new courthouse to the people of Hunt County while the Honorable Sam H. Whitley, president of East Texas State Teachers College in Commerce, received the gift of the new building on behalf of the people.

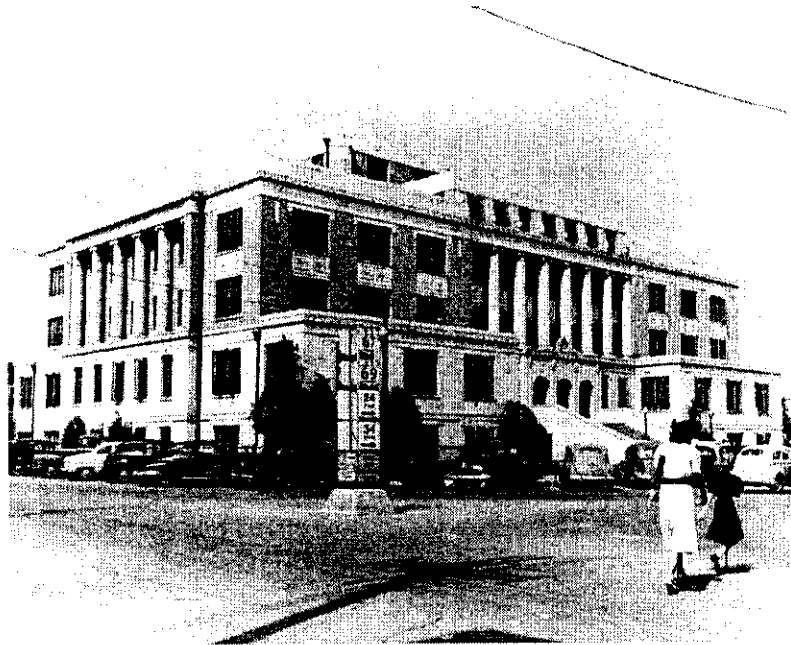
The 6-story courthouse (identified as ground-5th floors) is constructed of ivory terra cotta, buff scratch-face brick, and cut stone. A large building for its site, it nearly fills the courthouse block. The ground and first floor are I-shaped in plan with primary entrances at the north and south flanked by projecting bays. The second and third floors have no projecting bays, making them rectangular in plan. The top two floors contain the jail and are further stepped back. With a base of cut stone, the building is clad entirely in terra cotta up to the top of the first floor. The second through fifth floors have brick as the primary wall material with terra cotta detailing.

The north and south elevations are mirrored, as are the east and west. The ground floor is partially below grade creating a piano nobile with grand 24-foot wide staircases leading to the north and south entries of the first floor. Additional entries are found below the staircases at the ground level. The step checks of the grand stairs feature ornamental light standards. The main entries originally featured three recessed arched

*The courthouse in 1939
(Hunt County).*



*The courthouse in 1949c
(Hunt County).*



wooden doorways but these have been replaced with one centered aluminum door flanked by two large aluminum windows. The terra cotta immediately above the doors is accented with shields, a belt course with a wave pattern and clocks centered above the entry. At the second floor, eight massive two-story Classical Revival columns of terra cotta accent the entry bays and are the building's most prominent ornamental feature. The columns support a frieze with the words Hunt County Courthouse and upon which sits eight terra cotta urns. Ornamented terra cotta spandrels separate the second and third floor windows.

The east and west entrances have steps leading down to secondary

ground floor entrances. Decorative light sconces flank the entries which are ornamented with a rope molding. The terra cotta ornamental motifs on the east and west are similar to those on the north and south, but are somewhat simplified, having six columns per side rather than eight and lacking clocks and urns. The top of the fourth and fifth floors are topped with a terra cotta parapet in the form of a stylized frieze and cornice featuring a wave pattern. Fenestration on the building is rhythmic and regular, consisting of steel butterfly casement windows. All of the wood exterior entry doors have been replaced with aluminum and glass storefront.

Originally the building site was primarily sod with a continuous concrete sidewalk adjoining the street-side parking. At the time of construction, the only monument was the WWI "War Heroes Memorial" at the northwest corner, and site lighting was provided by ornamental light standards on all sides of the square. The site now features numerous trees and shrubs, a variety of bench styles (none historic), and trash receptacles. Two Texas Historical Markers flanking a flagpole now occupy the northwest corner. The relocated WWI monument and a monument to Audie Murphy are placed on either side of the north entry walkway. A small artillery piece and shells are also on the north side of the site, as are two large magnolia trees. On the south side is a 1936 Centennial Marker on the west lawn and a small wooden gazebo on the east. Four large live oaks shade the south side of the site. Modern utilities include an electrical transformer near the north entry, and a gas meter near the east entry.

At some point the site was modified to provide traffic islands at the four corners. Originally, the perimeter sidewalks formed soft-rounded corners. These were partially demolished and the trapezoidal islands added, presumably to extend toward the crosswalks serving the four major intersections around the square. These changes and the somewhat haphazard addition of plantings and other intrusions leave the square with a cluttered appearance.

The interior of the courthouse features quarter sawn oak millwork. In offices this generally includes a picture rail and wood base along with typical door and window trim. Walls are of hard plaster with a sand finish as are ceilings. The concrete floors have 9"x9" VAT tile in shades of green in office and courtroom areas. Corridors have Tennessee marble floors with matching wainscots. Restroom floors are of 1" white hex quarry tile. Courtroom spaces are the most highly ornamented, particularly the second floor district courtroom which includes rich plaster ornamentation on the walls and the beamed ceiling. Above a modern lay-in ceiling, the historic paint scheme remains intact in this space. Notable is the presence of faux Caen stone, also still visible in the original county courtroom. The corridors and smaller courtrooms include more simple plaster work including beams and cornice moldings. Both historic district courtrooms retain their original furnishings constructed of quarter

*Hunt County Courthouse north entry
in 2013 (ARCHITEXAS).*



sawn oak to match the trim. This even includes the juror's chairs and their original bell-shaped iron bases.

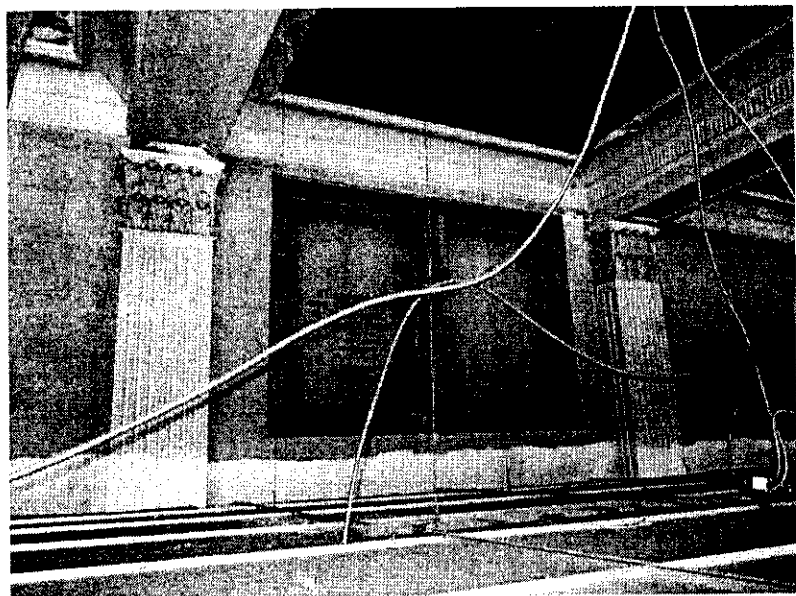
The ground floor features outside entrances on all four sides. Access to the floors above is provided by five staircases: a grand ornamental staircase at the center of the building rises to the third floor, two smaller open stairs at the east and west ends of the building rise to the first floor, and two enclosed fire stairs adjoining the central lobby, one of which rises to the third floor, the other to the fifth. Two original elevators flank the north lobby, the westernmost serving all floors including the jail.

The ground floor features a crossing corridor to all four entrances. Original uses in the ground floor included an American Legion Memorial Hall (now the County Treasurer's office), Home Farm Demonstration (now County Commissioners and 911 offices), Justice Courts (now the County Auditor's office), County Surveyor (Purchasing), and State Highway Patrol (now part of the County Clerk's office). The original hold-over cell for inmates in transit and adjoining the west elevator is now the security office. While the overall configuration of this floor is intact, a number of modifications have been made. The corridor leading to the original justice courts has been enclosed and incorporated into the Auditor's offices, although this change appears to be fully reversible. The County Clerk's vault on this floor, historically accessible only by a spiral staircase (still intact), has been heavily modified with the west wall removed. The two restrooms originally segregated for African Americans have been delegated to other uses, their historic fixtures now removed. Other changes on this level are relatively minor floor plan changes.

The first floor also includes a wide crossing corridor with entrances

only at the north and south. Historically, the eastern half of the first floor was reserved almost entirely for the county clerk. Some offices were provided to the superintendent of schools near the north entry (now county judge). The treasurer's office and vault were located near the south entry (now human resources). The other half of the floor was reserved for the finances of the county including the county treasurer which occupied the entire southwest quadrant (now district clerk), and the tax assessor and auditor the northwest (now county court at law 2). While changes in use are many on this level, the floor plan is largely intact with changes made primarily to the northwest quadrant to accommodate the courts. The public payment windows in both the original Tax Collector's and Clerk's offices have been removed.

The second floor originally provided space for the district courts and the county commissioners' court. The western half of the floor housed the large and highly ornamented district courtroom and associated work spaces most of which remain intact with only slight modifications to dividing walls. The balcony has been enclosed to provide offices above, but appears to be extant behind the new finishes. The northeast quadrant of the building provided a relatively small district clerk's vault and offices for the district attorney. Across the hall to the south was the county courtroom with adjoining offices for the county judge and commissioners. While three walls and the cornice of the county courtroom remain, the eastern half of this floor has been dramatically altered. All interior partitions office partitions have been removed to support the district courts. The east corridor retains its floor plan, but doors and windows have been relocated or removed entirely. Both the east and west corridors on this floor have been separated from the central lobby by aluminum and glass storefront systems.



The historic district courtroom ceiling, hidden above modern intrusions. (ARCHITEXAS).

Upstairs, the third floor included a second district courtroom and associated offices which occupied most of the eastern half of the floor. Now used for the county court at law I, these rooms are among the most intact in the building and give a good impression of how the offices of the courthouse originally appeared. The northeast and northwest corners housed large jury dormitories, one for each of the two courts. The west dormitory included a spiral staircase (now missing) to the jury room below. Between the two dormitories were offices for appellate judges and their library. Today, the western half of this floor is occupied by the offices of the county attorney. Most of the original walls appear to be intact behind contemporary intrusions. The district attorney occupies the northeast quadrant. The most intrusive changes at this level are at the east and west corridors, which have been enclosed to provide additional space for the two attorney's offices. However, these modifications appear to be largely superficial.

The smaller top two floors of the Hunt County Courthouse housed the county jail. A single fire-proof stairs and one elevator provided access to the jail floors. The jail block itself was constructed by Southern Prison Company. The southern half of the jail was a large modular system installed within a two-story space. The stacked levels were divided by a plate steel floor. On the fourth level were segregated cells and day rooms for the male prisoners with inspection corridors encircling each block. On the north side of this floor was a public waiting area, jailor's suite, and a health office with hospital rooms for black and white inmates. The northwest corner housed the "delousing plant" or disinfecting room, with shower baths and all the facilities for cleaning prisoners as they emerged from the elevator. The second jail floor was somewhat smaller. Used for women and juveniles it was also segregated. The jail kitchen also occupied this floor, with a dumb waiter used to send food to the day rooms on the floor below.

Just six months after the dedication of the courthouse the United States entered the Great Depression. The Depression brought significant hardship to Hunt County, with unemployment exceeding 16% and the percentage of tenant farming and sharecropping rising dramatically. After World War II, the economy began a gradual shift from labor-based agriculture to mechanization and diversification of goods produced. Along with this came a higher percentage of owner operated farms and gradual shift to cattle and other agricultural production. The end of the war also brought a small shift toward industrial employment in the otherwise agrarian economy. Majors Field, an Air Corps training facility operated during the war and closed in 1945, was converted to an industrial site, increasing the population of industrial workers from just under 700 in 1940 to over 2000 in 1953. By 1980 6,575 people, or 47.5 percent of all workers, were employed in industry. By the 2000 census there were 76,596 people, 28,742 households, and 20,521 families residing in the county.

The Hunt County Courthouse remains much as it did when completed in 1929. As the seat of county government for more than 80 years, the building has undergone incremental changes to meet the needs of county government, but these changes have not significantly or irrevocably diminished the historical character of the building. With continued growth in the community Hunt County is now exploring options for ensuring the building remains as the functional and symbolic center of county government.



North colonnade. (ARCHITEXAS)

Existing Conditions Analysis and Recommendations

Key to Deterioration Priorities

The inspection, evaluation and recommendations were conducted based on a format that was established by the National Park Service (NPS) and has been utilized as a standard system of inspecting and evaluating the condition of National Historic Landmark Buildings. The NPS format allows descriptive, condition, and recommendation information on specific building components to be placed together rather than in separate sections of the report. In addition, it allows those components to be clearly identified in terms of priority. A summary of recommendations is provided later in this chapter.

Level 1 - Critical: Advanced deterioration is involved and immediate repair or replacement is needed to prevent the failure of the element **within the next 2 years**. There may be a threat to health or safety, and a legislative requirement may need to be met. Level 1 priority should be accomplished immediately.

Level 2 - Serious: Deterioration may result in the failure of the element **within 2 to 5 years** if not corrected, and a threat to health or safety may result if not corrected. Deterioration of adjacent or related elements may occur as a result of this deterioration. Level 2 should be repaired or restored within this period or included in a comprehensive restoration of the building.

Level 3 - Minor: Deficiency or deterioration exists which requires minor or routine repair or preventative maintenance, and the life expectancy of the element may be reduced if not corrected. This condition will affect the element in the long term, **beyond 5 years**. Level 3 priority should be included in a comprehensive restoration of the building.

SUBSTRUCTURE

A. Foundations 1

The structural conditions assessment and recommendations section was prepared based on an inspection performed by Jaster-Quintanilla Dallas, LLP.

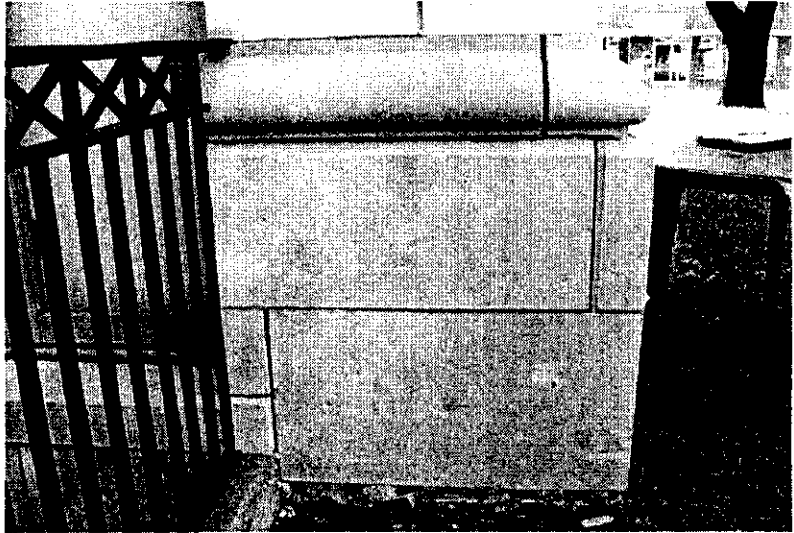
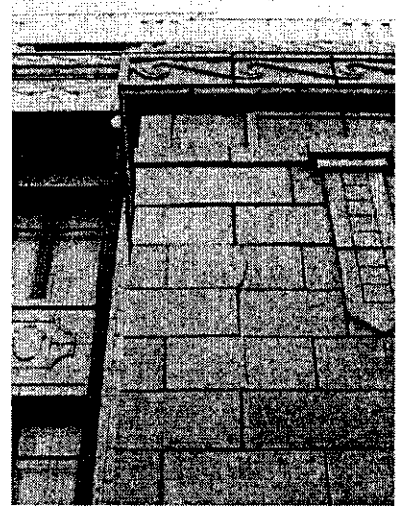
*Typical cracking of terra cotta units at north and south insets.
(Jaster-Quintanilla)*

Description/Construction:

The foundation consists of interior and exterior isolated, stepped, reinforced concrete spread footings that vary in size. The first floor of the building is located partially below grade and consists of a five-inch thick reinforced concrete slab-on-grade.

Existing Condition:

The terra cotta at the inset corners near the stairs on the north and south elevations was observed to be cracked. At the southeast-



*Displacement of the water table near the south entry.
(Jaster-Quintanilla)*



*Cracking carries through the wall to the interior plaster.
(Jaster-Quintanilla)*

ELEMENT TYPE

PRIORITY ANALYSIS AND RECOMMENDATIONS

ern inset the stone veneer “water table” at the base of the wall was observed to be separating from the structure. Cracks were also observed on the interior at this location. These cracks appear to be the result of building foundation movement at the inset corners near the stairs.

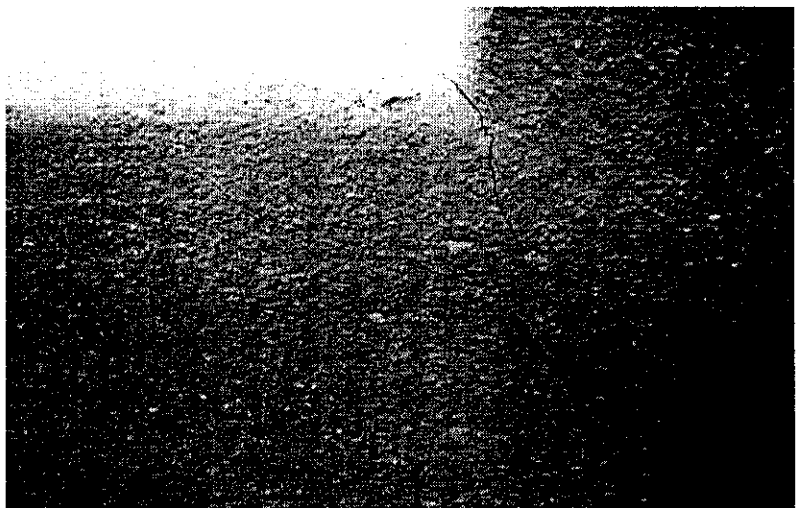
Horizontal cracks were observed in the plaster between door openings on the interior of the structure. It is likely that most of these cracks are reflective of cracks in the exterior walls, and are the result of movement of the foundation.

Cracks were observed in the plaster near the corners of the windows and between windows at several locations on the interior of the structure. It is likely that most of these cracks are reflective of cracks in the exterior walls, and are the result of differential movement in the structure.

Typical cracking between doors at the entries. (Jaster-Quintanilla)



Typical cracking of plaster at the corner of windows. (Jaster-Quintanilla)



ELEMENT TYPE

PRIORITY ANALYSIS AND RECOMMENDATIONS

Recommendations:

Underpin foundation at the inset corner on the south elevation where settlement was observed. Repair cracks in terra cotta veneer.

B. Basement Construction

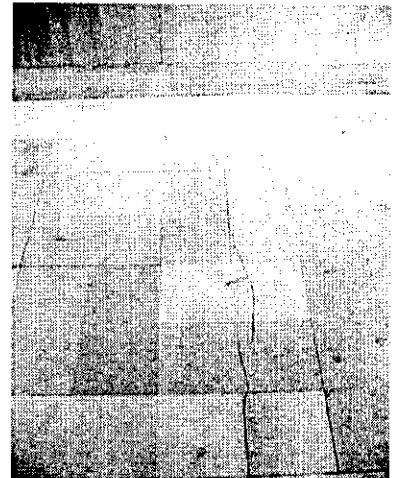
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Description/Construction:

The first floor of the building is located partially below grade and consists of a five-inch thick reinforced concrete slab-on-grade.

Existing Condition:

The floors were observed to be uneven in some areas of the ground level. Cracks were observed in the first floor slab-on-grade. The cracks are minor and most likely due to concrete shrinkage.



Cracking of the first floor slab on grade is apparent in the floor tile. (Jaster-Quintanilla)

Recommendations:

In addition to recommended underpinning of the foundations, some portions of the basement slab may require demolition and replacement or other remedial action.

In areas with simple cracking due to shrinkage, no repair is needed at this time, but the cracks should be monitored for any change in the future.

SHELL

A. Structural System 3

Description/Construction:

The structural system of the second through fifth floors, and the northernmost and southernmost bays of the sixth floor, consists of a 6 1/2-inch deep reinforced concrete pan joist system with clay tile infill spanning north/south to reinforced concrete beams which span east/west. The beams are supported by reinforced concrete columns.

Existing Condition:

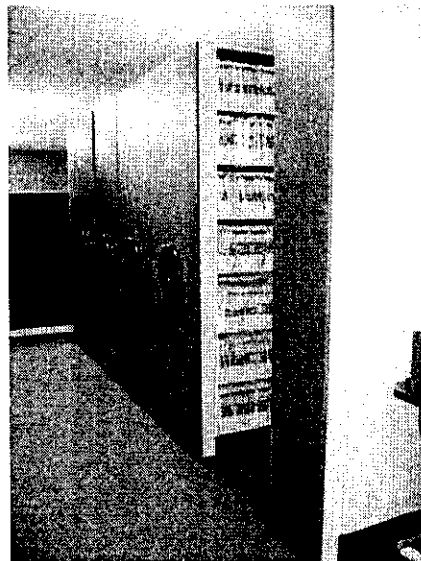
Areas of high density storage were observed in the county clerk's storage vault on the first floor, the county clerk's office and storage vault and the tax collector's office on the second floor, and at the original balcony on the fourth floor. It is likely the second and fourth floor levels at these locations were designed for a design live load of approximately 50 pounds per square foot. According to the current building code, high density storage requires a design live load of at least 250 pounds per square foot unless the specific installed equip-

ELEMENT TYPE

PRIORITY

ANALYSIS AND RECOMMENDATIONS

ment has a higher or lower maximum load capacity. It is not known if the original structure was reinforced at these locations to accommodate the increase in the imposed live loads.



*High density storage units on upper floors may require reinforcement of the structural system.
(Jaster-Quintanilla)*

Recommendations:

Investigate and analyze the structure at portions of the second and fourth floors observed to have high density storage. If the structure is found to be deficient, options for reinforcing could include carbon fiber-reinforced polymer (CFRP) strengthening of the existing structure, or the installation of supplemental steel framing.

Reprogramming of space uses and density may allow for elimination of high-density storage.

B. Jail Structure

3

Description/Construction:

On original plans "Open" areas at the sixth floor level are noted to be infilled by "jail equipment contractor". The floor and walls in this area consist of steel plate and angles. During a previous renovation, the steel framing in the two westernmost bays of the "open" section were demolished to create a two-story space.



*A portion of the steel cell block has been removed to accommodate storage.
(Jaster-Quintanilla)*

ELEMENT TYPE

PRIORITY ANALYSIS AND RECOMMENDATIONS

Existing Condition:

Localized slab settlement was observed near the west end of the fifth floor.

The steel jail cell framing and floor were observed to be removed in the west bay of the sixth floor to create a two-story space on the fifth floor below. No signs of deterioration were observed.

Jail is currently being used for storage

Recommendations:

Further investigation is required to determine the cause and possible repair of the localized slab settlement on the fifth floor.

Discontinue use of jail as a storage facility unless a structural study is conducted to determine safe load limits in addition to other safety upgrades.

C. Roof Framing

2

Description/Construction:

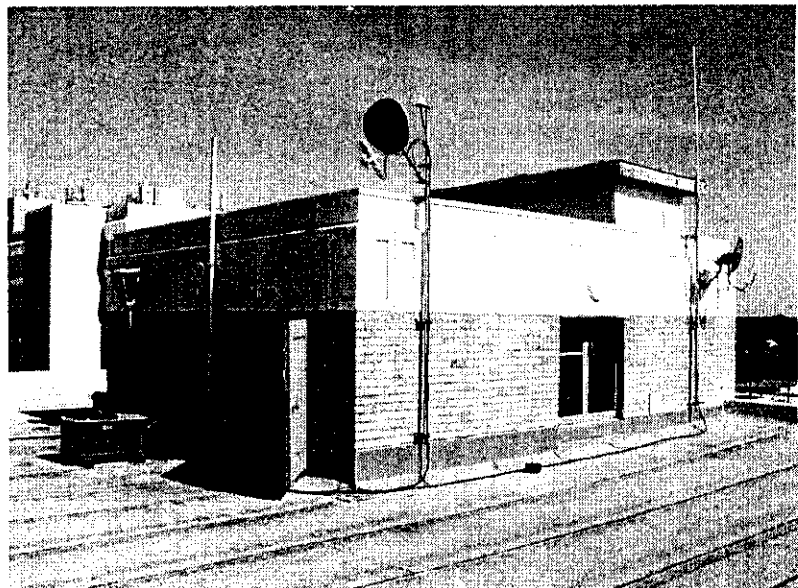
The high roof framing consists of a six-inch reinforced concrete slab that spans north/south between reinforced concrete beams. The beams span in the east/west direction supported by reinforced concrete columns.

Existing Condition:

The underside of the sixth floor roof slab was observed to be delaminated at several locations due to insufficient cover to the reinforcing steel.

Recommendations:

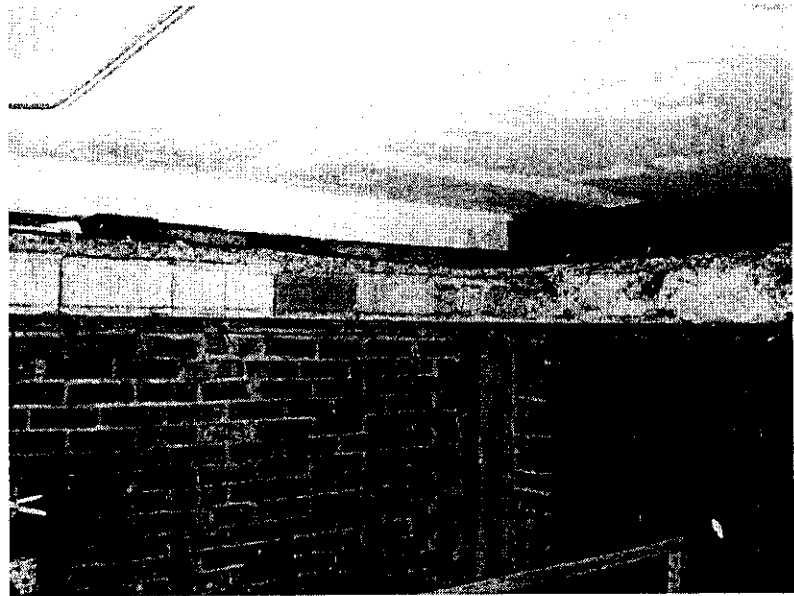
At spalls on the underside of the existing sixth floor slab, remove



The roof and penthouse with extended elevator over run. (Jaster-Quintanilla)

ELEMENT TYPE**PRIORITY****ANALYSIS AND RECOMMENDATIONS**

The original penthouse roof was modified to create more over run. (Jaster-Quintanilla)



unsound concrete, prep the surface and install repair mortar to provide sufficient cover over the reinforcing steel.

D. Penthouse roof 2**Description/Construction:**

The original penthouse roof framing consisted of the same reinforced concrete pan joist system as the floors below.

Existing Condition:

The original roof was demolished at some point so that the roof could be raised for new elevator machinery. The current penthouse roof framing is concealed by finishes and is unknown.

Recommendations:

As part of a comprehensive rehabilitation, expose, inspect and repair framing as necessary. If possible, the penthouse should be returned to its original height.

E. Exterior Masonry Walls 2**Description/Construction:**

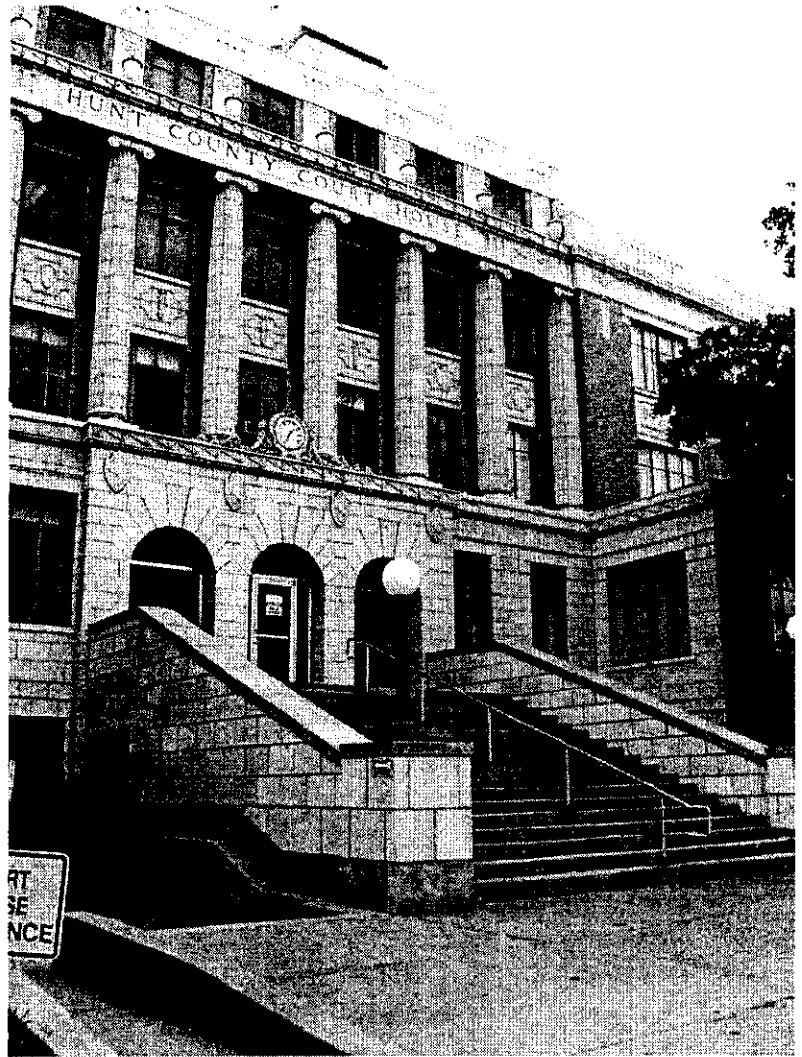
The exterior walls are clad in masonry, including a stone “water table” at the base of the building, terra cotta ashlar units to the top of the second floor, and brick for the remaining four levels. The exterior walls are highlighted with terra cotta trim and terra cotta-clad columns on the north and south elevations .

Existing Condition:

Mild to moderate corrosion was observed on the steel lintels over the windows. Minor ripples were observed in the steel lintels over the east and west entrances but no signs of distress were observed in the supported masonry (Photo 16). Some window and door lintels were ob-

ELEMENT TYPE

PRIORITY ANALYSIS AND RECOMMENDATIONS



*North entry and stair.
(Jaster-Quintanilla)*



*While there is some rusting of the
lintels, it does not appear to be
affecting the masonry.
(Jaster-Quintanilla)*

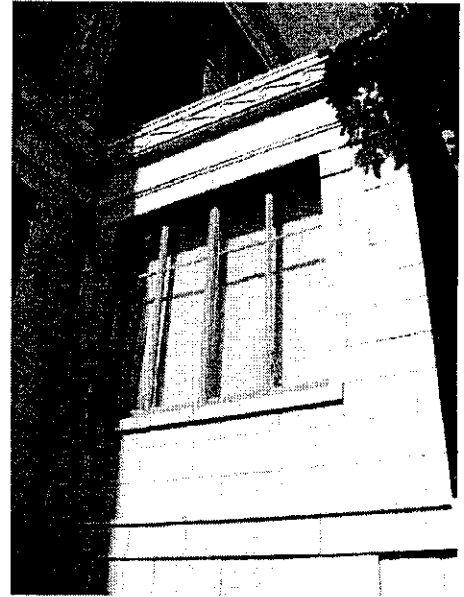
ELEMENT TYPE

PRIORITY ANALYSIS AND RECOMMENDATIONS

served to have a slight sag, but no signs of distress were observed in the supported masonry.

Recommendations:

Walls which have cracked shall be repointed with mortar to seal the cracks and prevent further moisture penetration into the wall. The mortar shall have hardness and strength comparable to the existing mortar. Ornamental features shall be sealed to prevent moisture intrusion.



Typical terra cotta cladding at the projecting bays. (Jaster-Quintanilla)

Where terra cotta is beyond repair, remove and replace broken terra cotta units to match existing.

Clean and coat corroded steel lintels.

Remove plaster and repair cracks in the wall. After wall repairs have had sufficient time to cure, repair plaster.

F. Monumental Stairs 1

Description/Construction:

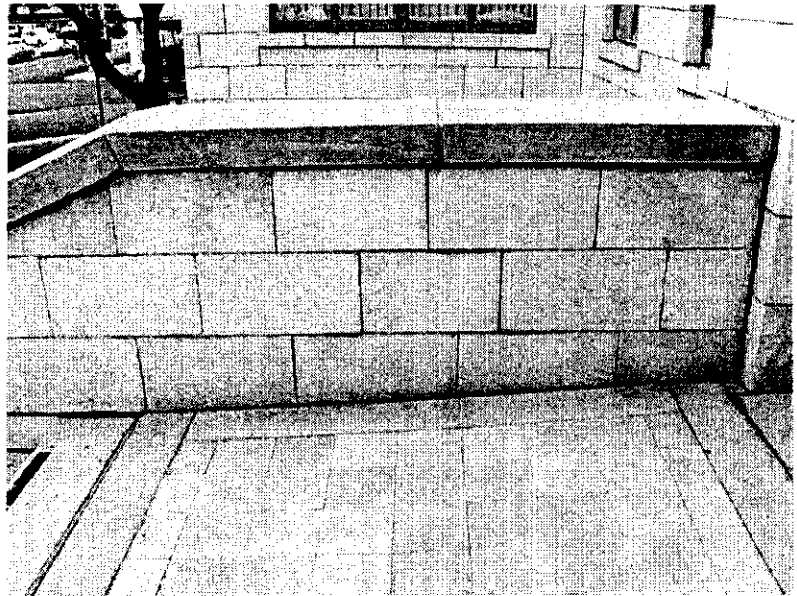
The monumental stairs on the north and south sides of the building consist of stone steps supported on a stepped, reinforced concrete frame. The stone stair units are shown to be placed over a mortar bed. No waterproofing membrane is shown or called for on the drawings between the mortar bed and the supporting concrete.

Solid brick masonry rails on each side of the stairs are clad in terra cotta ashlar units with a stone coping. The area under the top landing of the stairs is open and provides access to the first floor. The area under the sloped portion of the stairs is enclosed, and currently is used for storage. The terra cotta units over the openings under the stairs are supported on steel angles attached to the reinforced concrete frame. According to the drawings, the bottom part of the stairs is supported on a continuous reinforced concrete grade beam. The top part of the stairs is supported on a 12-inch thick reinforced concrete wall. The landing at the top of the stairs consists of a reinforced concrete slab spanning from the 12-inch wall to a reinforced concrete beam at the face of the building. The exterior landing at the top of the stairs is noted to have a "tile floor."

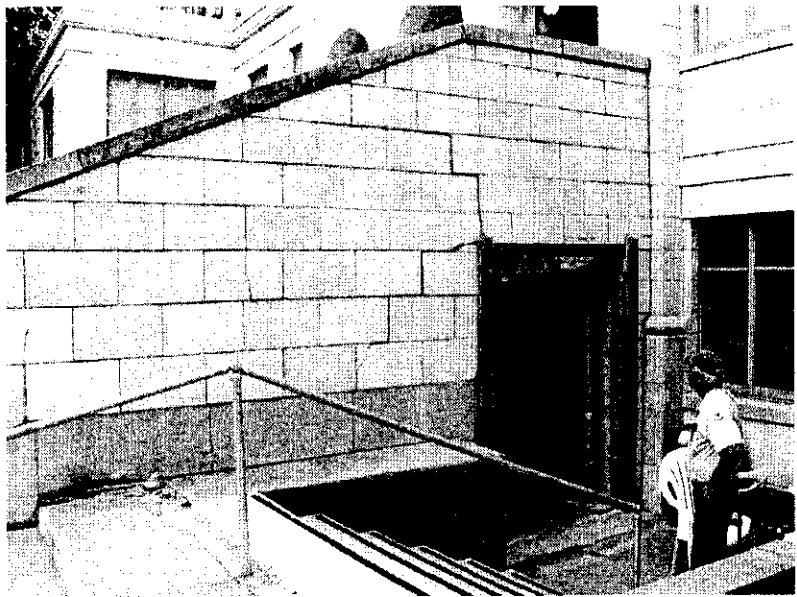
ELEMENT TYPE

PRIORITY

ANALYSIS AND RECOMMENDATIONS



Typical conditions at the monumental stair landings. (Jaster-Quintanilla)



Severe cracking and failure below the landing of the south stair.. (Jaster-Quintanilla)

Existing Condition:

The concrete beam supporting the monumental stair on the south elevation was observed to be spalled and cracked. In addition, the steel angles supporting the terra cotta at this location were observed to be failing. Similar conditions were observed at the monumental stairs on the north elevation, but the deterioration was not as severe. For more detailed information on the monumental stairs, see Structural Review, North and South Exterior Entry Stairs Report by JQ, dated June 18, 2012.

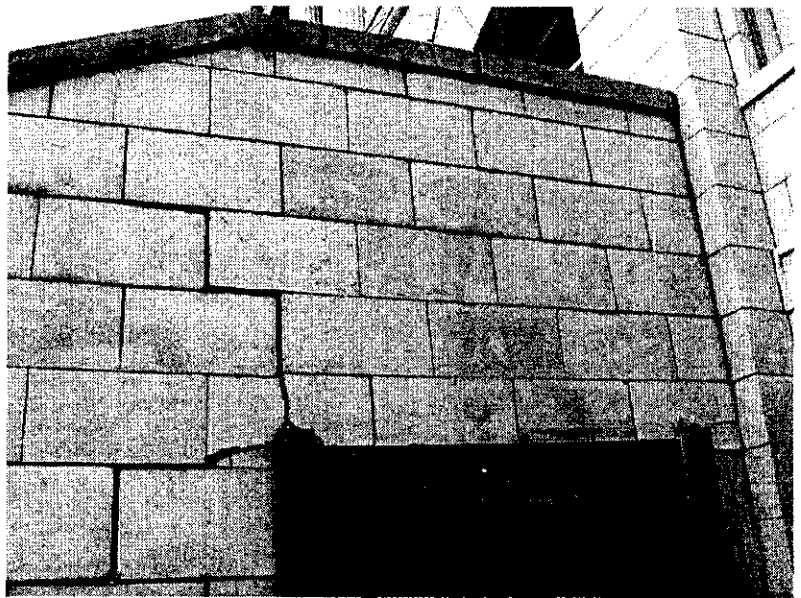
ELEMENT TYPE

PRIORITY ANALYSIS AND RECOMMENDATIONS

*Exposed reinforcing steel in the soffit of the south stair landing.
(Jaster-Quintanilla)*



*Another view at the south stair.
(Jaster-Quintanilla)*



Recommendations:

As of the writing of this report, the monumental stairs are unsafe and are the subject of a comprehensive evaluation and repair project. For detailed information on the monumental stairs, see Structural Review, North and South Exterior Entry Stairs Report by JQ, dated June 18, 2012.

Exterior Closure

A. Exterior Walls

Description/Construction:

Load-bearing glazed terra cotta masonry with glazed architectural terra cotta trim. Scratch faced brick with terra cotta trim at upper floors. Granite at base of walls. There is a hard, lime-based mortar at all ma-

ELEMENT TYPE

PRIORITY ANALYSIS AND RECOMMENDATIONS

(1) Terra Cotta 2

NOTE: While listed as a Level 2 item, terra cotta deterioration is a serious concern due to the potential for water infiltration. The building should be regularly monitored and any failed sealants or damage to the glaze repaired to reduce the potential for significant additional deterioration.

Staining and glaze failure of terra cotta units at the building parapets. (ARCHITEXAS)

Another view of terra cotta issues at the parapets of the projecting bays. (ARCHITEXAS)

Patches are visible at the center of each terra cotta unit where helical fasteners were previously installed. (ARCHITEXAS)

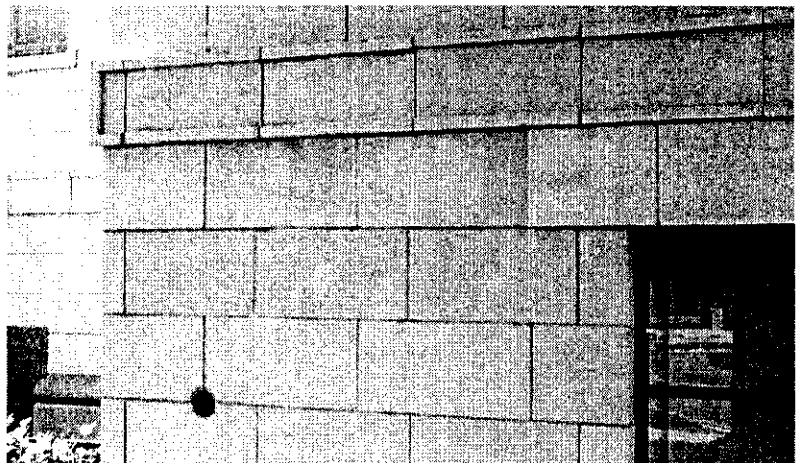
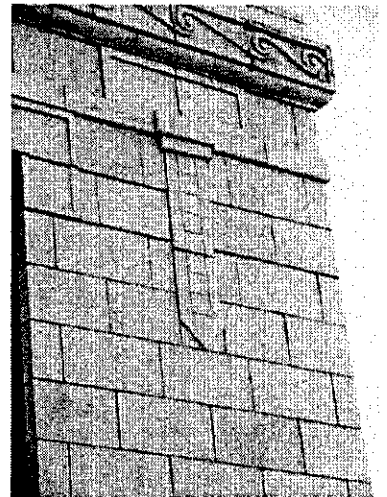
sonry. Some sealants exist at control joints. For example, some joints between window lintels are filled with sealant rather than mortar to accommodate movement.

Existing Conditions:

Fair. Moderate to severe spalling of the glaze depending on location, with masonry associated with the two primary exterior staircases being the most problematic. As part of a restoration project in the 1990s, terra cotta units on the building were tied back with helical anchors. This left a hole in the center of each unit which was patched. Other imperfections in the units were similarly patched. Some units were entirely recoated with a restoration epoxy. Others were repainted only at imperfections. The condition and appearance of patched and surface coatings varies, with the patches at helical anchor points being the most obvious. It is possible that expansion and contraction of the ties is displacing the patches.

Some units at the step checks are beyond repair and will require replacement.

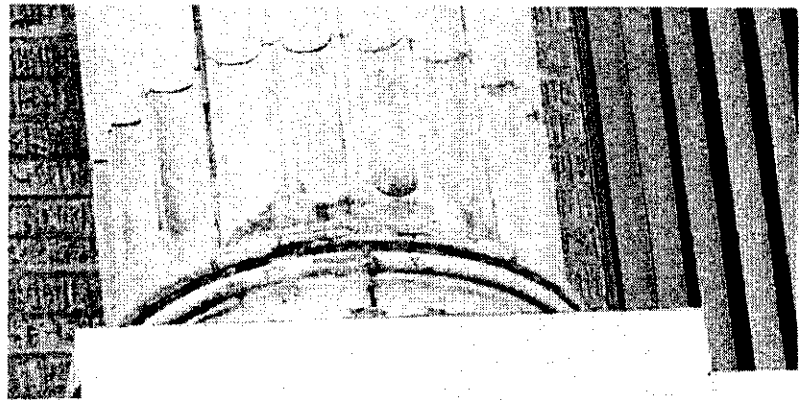
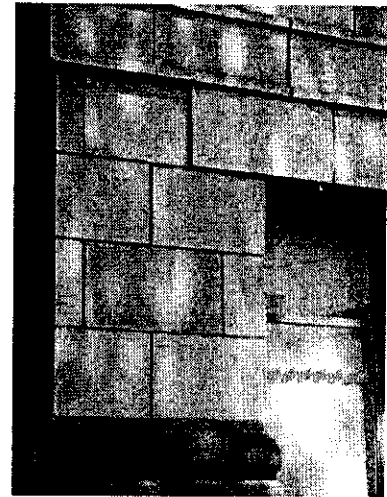
There is some cracking trough units due to structural movement. This is particularly noticeable on the in-



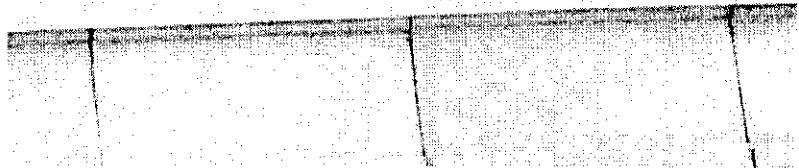
ELEMENTTYPE

PRIORITY ANALYSIS AND RECOMMENDATIONS

Ornamental terra cotta elements such as these urns (left) are in good condition, but need some cleaning. At the building base (right) some masonry elements are displaying signs of movement. (ARCHITEXAS)



Deep staining of much of the terra cotta will require some experimentation to determine the most effective cleaning methods. (ARCHITEXAS)



side corners of walls adjoining the grand staircases.

There is staining on the terra cotta that is most noticeable at the entry porticoes on the columns and headers.

Work at grand staircases will require complete disassembly, evaluation and restoration/reconstruction of each masonry unit.

Recommendations:

Repair cracks caused by structural movement or thermal cycling with flexible sealant to allow future movement without damage to mortar or terra cotta units.

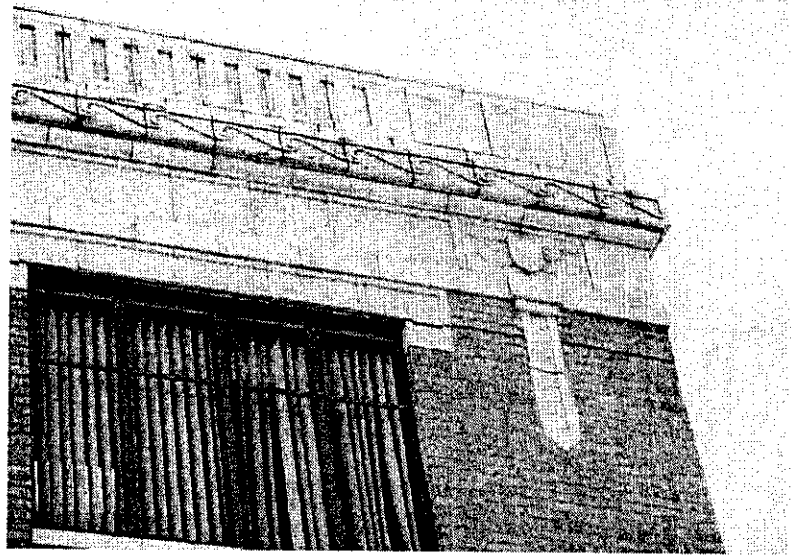
Repair or replace damaged terra cotta units. Severely damaged units, particularly at staircases, may need to be replaced due to

ELEMENT TYPE

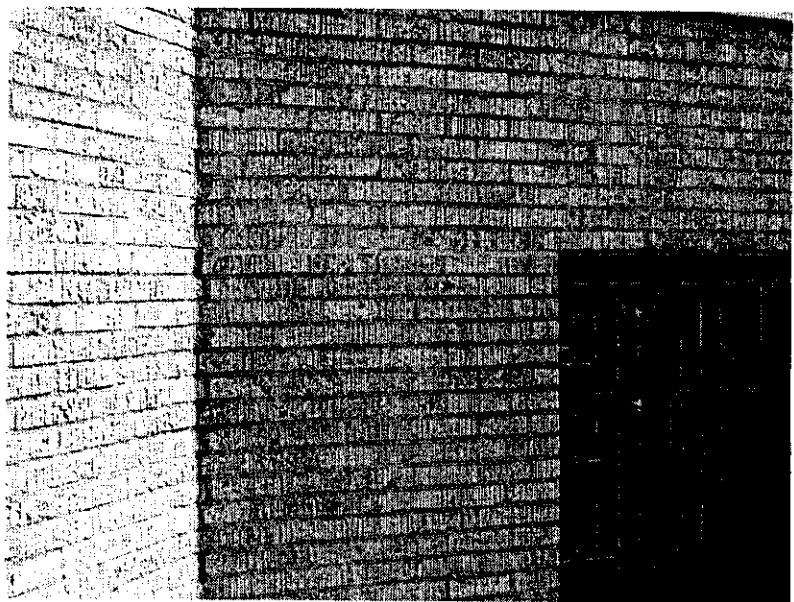
PRIORITY

ANALYSIS AND RECOMMENDATIONS

General repainting or the installation of flexible sealants is needed in many areas. (ARCHITEXAS)



Existing sealants are beginning to fail and require replacement. Brick is in good condition. (ARCHITEXAS)



structural movement and related cracking. Molds can be made from surviving similar elements.

Minor spalling can be repaired with a color-matched masonry coating to minimize water infiltration; replacing the damaged glaze in-place is not possible.

Thoroughly survey previous patches and coatings and rework as necessary. Where patches are failing at helical anchors, when repatching ensure there is room for expansion and contraction of the anchors as appropriate.

ELEMENT TYPE PRIORITY ANALYSIS AND RECOMMENDATIONS

Inspect building and remove abandoned ferrous metal anchors and patch resulting holes in mortar.

Remove stains using a preservation cleaner designed for that purpose. Severely embedded stains may require experimentation with long-term treatments. At no time should the building be sandblasted.

(2) Brick

2

Existing Conditions:

Good. Only minor wear and tear to the brick was noted, although some mortar joints are moderately weathered. There is some spalled brick at boiler stack on the roof.

Recommendations:

Rout and spot-repoint mortar joints as necessary with mortar to match the original in color, compressive strength, and joint profile.

(3) Granite

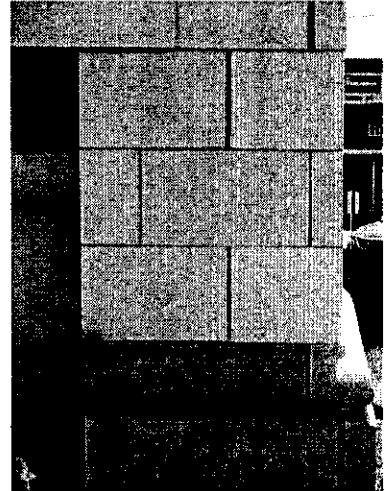
1

Existing Conditions

Good. Only minor wear and tear of the stone was noted, although some mortar joints are moderately weathered.

Recommendations:

Rout and spot-repoint mortar joints as necessary with mortar to match the original in color, compressive strength, and joint profile.



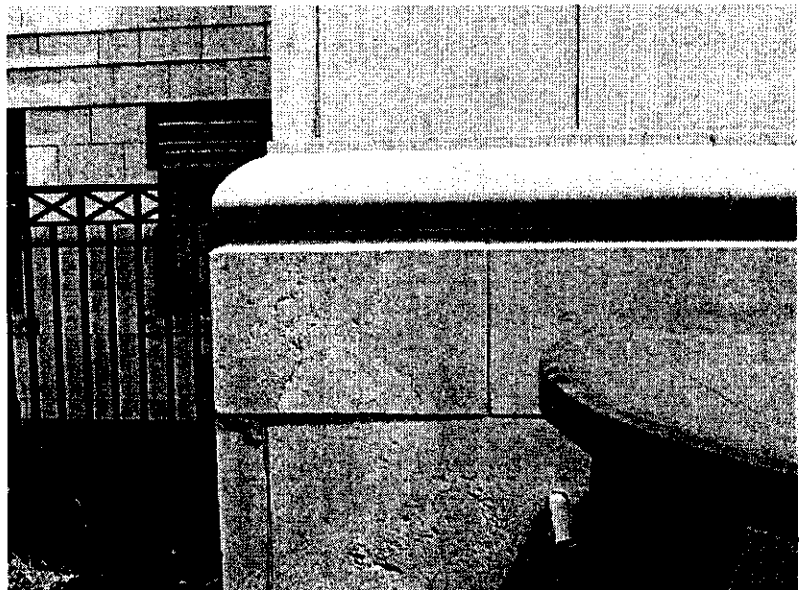
Stone at the base of the building exhibits some movement and surface erosion. (ARCHITEXAS)

(4) Mortar

2

Existing Conditions:

Good. Only minor deterioration of



Underpinning of the foundation is necessary on the north and south sides of the building to reduce movement issues. (ARCHITEXAS)

ELEMENT TYPE PRIORITY ANALYSIS AND RECOMMENDATIONS

the mortar was noted.

Recommendations:

Conduct a thorough inspection of all mortar joints as part of a comprehensive restoration of the exterior. Rout and spot-repoint mortar joints with mortar to match the original in color, compressive strength, and joint profile.

(5) Sealants

1

Existing Conditions:

Fair. Sealants are beginning to fail, leaving open joints

Recommendations:

Immediately inspect and replace all sealants with new sealants to match the existing.

B. Windows

2

Description/Construction:

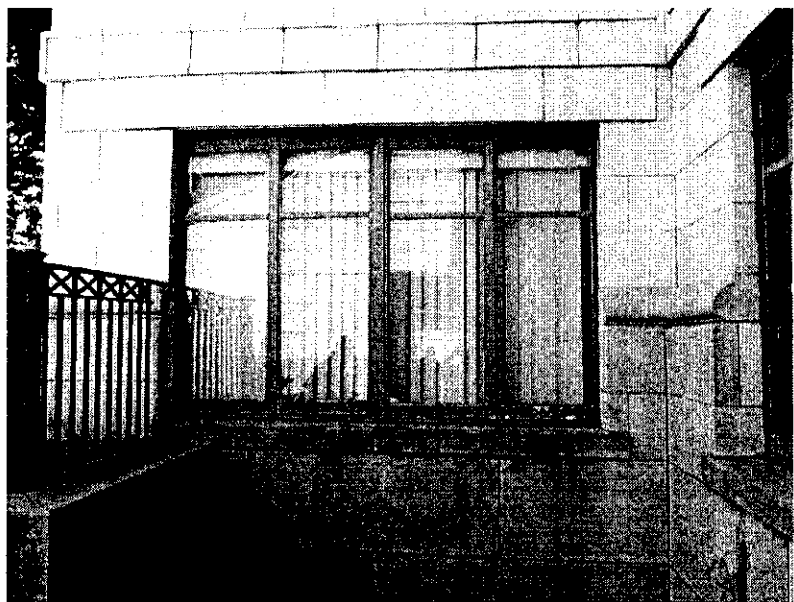
Rolled steel sections with combination of fixed and bifold operable units

Existing Conditions:

Fair. Some of the windows have been modified to accept window air conditioning units. Some windows are moderately rusted but retain their structural integrity. Few windows are operable, with many having been painted shut. Several types of glass are present, including wired, translucent, and clear. Glazing compounds are moderately weathered, and some have been replaced with sealant. Steel lintels are rusted at some locations.

Recommendations:

Depending on whether or not the windows need to be operable, either full or partial restoration may be required.

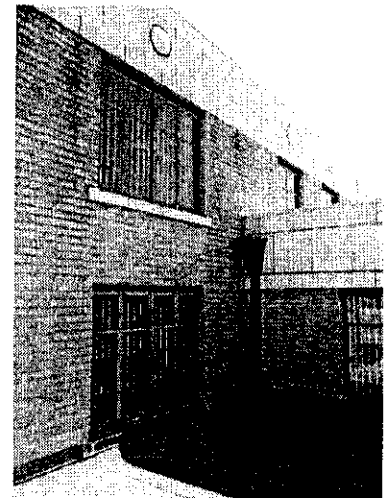


Foundation issues on the north and south sides of the building are evident at windows near the building entries. (ARCHITEXAS)

ELEMENT TYPE

PRIORITY ANALYSIS AND RECOMMENDATIONS

The steel butterfly casements are generally in good condition but are in need of a comprehensive rehabilitation. (ARCHITEXAS)



Partial restoration could include the stripping and repainting of windows in place, replacement of perimeter sealants, replacement of broken and non-matching glass, and replacement of glazing compound. This would not necessarily return the windows to operable condition, and those windows that have been heavily modified would probably need to be removed for restoration in the shop.

If full restoration to original, operable condition is required, a detailed window-by-window analysis should be performed to determine the extent of deterioration and the number of missing components. Full restoration will probably dictate that many of the window sashes be removed for shop restoration, particularly those windows that have been heavily modified.

Treat all lintels for rust and repaint. Assume replacement of a small percentage of lintels may be necessary for pricing purposes.

C. Exterior Doors & Storefronts

2

Description/Construction:

Aluminum storefront type at all entrances, not original. Wood door and frame at roof access.

Existing Conditions:

Fair. Doors are of a poor design and have been know to come unhinged during operation. Roof door and frame is in poor condition with sill completely rotten.

Recommendations:

Replace with new doors and frames to match the original. This is listed as a priority 1 due to the defective nature of the doors. The roof door is not visible from the ground and could be replaced with

ELEMENT TYPE PRIORITY ANALYSIS AND RECOMMENDATIONS

a metal door and frame.

D. Roofing
(1) Roof Coverings 2

Description/Construction:

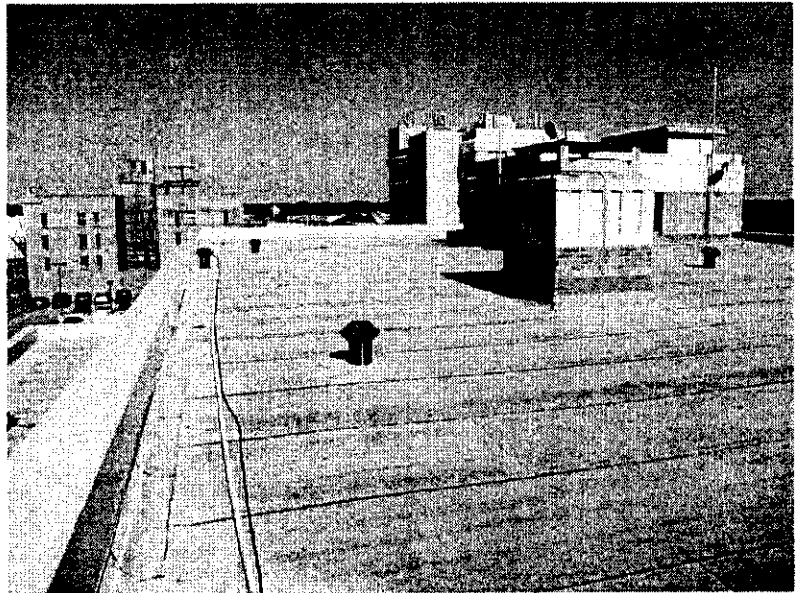
Built-up bituminous with gravel surfacing and built-up flashings

Existing Conditions:

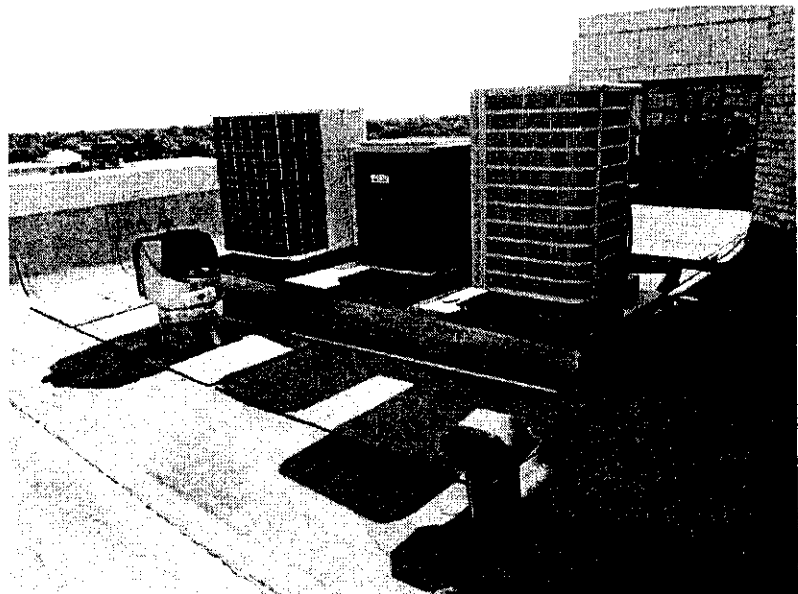
Good. The roof was replaced in 1995.

Recommendations:

Assume that in the next 10 years it will be necessary to replace the entire roofing system and related flashings. Use either built-up or modified bitumen type roof. Construct base flashings with granu-



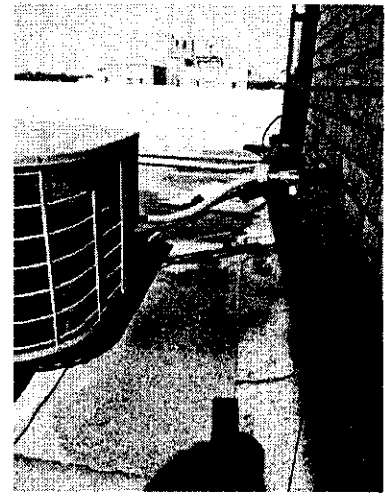
The roof will need replacement within the next to years. (ARCHITEXAS)



Typical equipment pads on the roof. (ARCHITEXAS)

ELEMENT TYPE

PRIORITY ANALYSIS AND RECOMMENDATIONS



*Typical parapet flashings (left).
Ponding near the elevator penthouse
(right). (ARCHITEXAS)*

lar surfaced modified bitumen membrane to prevent ultraviolet deterioration. Add walkway pads as required for access. Place air conditioning units on appropriate supports designed for selected roofing system.

(2) Flashing, Caps and Trim **2**

Description/Construction:

Powder coated steel parapet flashings and caps. Galvanized steel in other areas and at stack caps. Sealants at joints.

Existing Condition:

Good There is some deterioration of the cap for the boiler stack. Some flashings on horizontal terra cotta elements is displaced.

Recommendations:

Replace all metal flashings with new appropriate flashings at the time the roofing system is replaced.

Immediately inspect all sealants at joints and repair as required.

(3) Roof Vents **2**

Description/Construction:

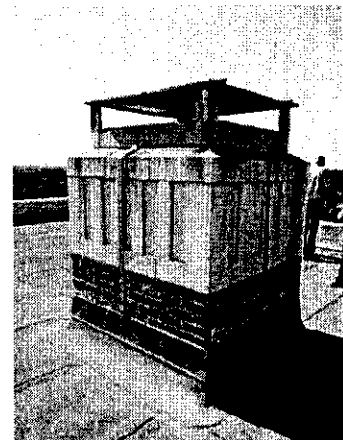
Galvanized steel.

Existing Condition:

Good. Roof not properly sloped/canted at penetrations.

Recommendations:

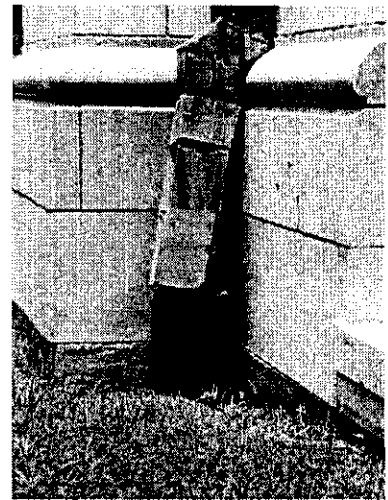
Replace with new vents at the time the roofing system is replaced. Provide roof cants at penetrations.



The boiler stack cap needs replacement and the adjoining masonry to be cleaned of rust staining. (ARCHITEXAS)

ELEMENT TYPE PRIORITY ANALYSIS AND RECOMMENDATIONS

Settlement of the soils on the site has left the roof drainage system disjointed and ineffective. (ARCHITEXAS)

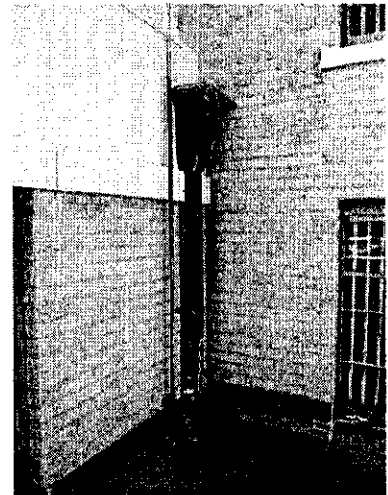


E. Drainage Systems
(1) Roof Drainage 1

Scuppers, collector boxes and downspouts require refurbishment. (ARCHITEXAS)

Description/Construction:
Upper roofs drain through copper scuppers and downspouts to lower roofs. Lower roofs also have copper downspouts connected to underground drains tied to the storm drain system

Existing Conditions:
Fair. Slope appears to be sufficient. Roof drain size appears to be sufficient for at least a 10 year storm. Roof drain baskets are either missing or broken. There are no overflow drains. Lower portions of downspouts are in poor condition and storm drain tie-ins are displaced and disconnected.



Recommendations:
Evaluate roof slope and add crickets between roof drains at the time the roofing system is replaced if necessary. Either replace the roof drain fittings (if required) or replace the strainer baskets at the same time. Consider adding overflow drains or scuppers.

Clean and repair all copper downspouts and scuppers. Repair underground drains and connections.

(2) Basement
Door Wells 3

Description/Construction:
Concrete paved wells at lower entrances with central drains.

Existing Conditions:
Good. No sign of failure was noted.

ELEMENT TYPE PRIORITY ANALYSIS AND RECOMMENDATIONS

Recommendations:

Regularly clean and inspect drains to prevent blockages. As part of a comprehensive restoration, consider options for back-up drainage in case of flooding.

(3) Site Grading and Drainage

1

Description/Construction:

A perimeter walk encloses lawns and landscaping at the four corners of the site. Site generally slopes toward the street except at lower stairwells which have floor drains.

Existing Conditions:

Fair. There is some apparent erosion adjoining the building. Some of the brick foundation is exposed.

Recommendations:

As part of a comprehensive rehabilitation of the site, regrade to ensure proper slope away from the building and complete coverage of brick foundations.

**F. Other Elements
(1) Entry Steps**

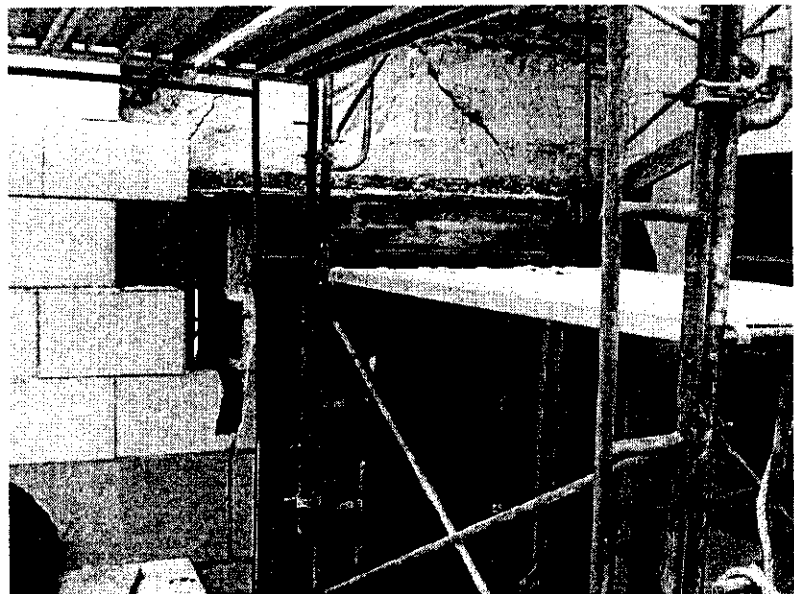
1

Description/Construction:

Concrete monumental entry steps leading to the first floor on the north and south and clad in terra cotta, granite and marble. Secondary steps lead to the east and west entries at ground level.

Existing Conditions:

Poor. Water infiltration and corresponding failure of the structural con-



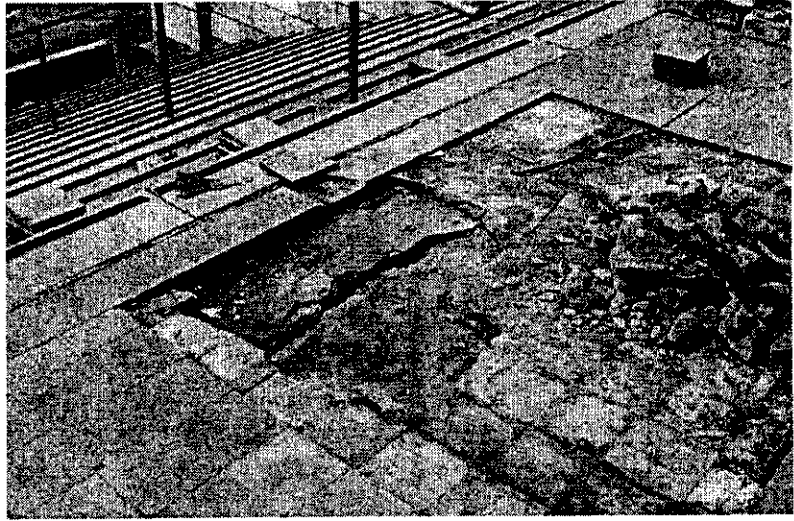
Investigative work at the south stair has revealed severe deterioration of the underlying concrete and steel. Shoring has been installed and the entrance sealed to prevent failure and injury. (ARCHITEXAS)

ELEMENT TYPE

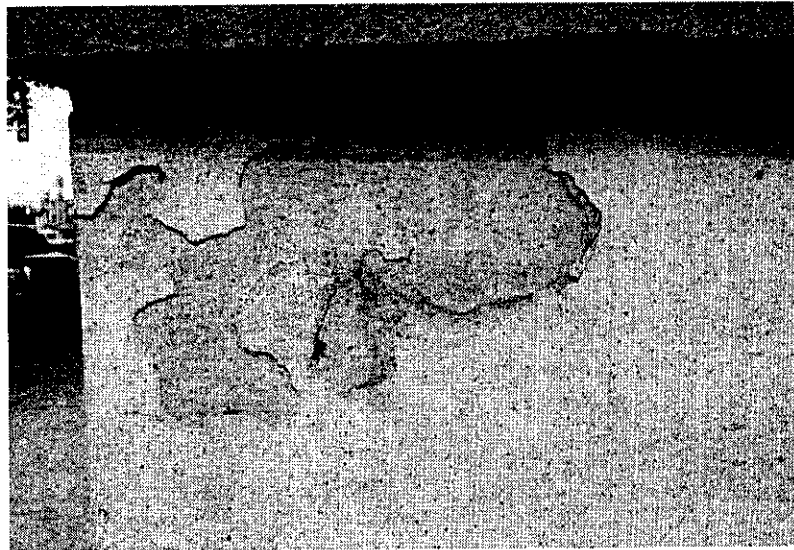
PRIORITY

ANALYSIS AND RECOMMENDATIONS

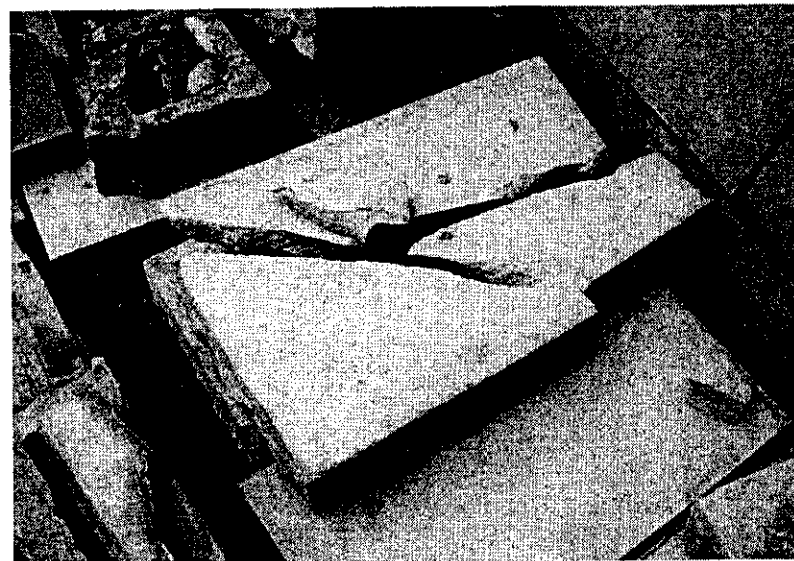
Deterioration of the concrete stair landings. (ARCHITEXAS)



Failure of the previously-installed epoxy glaze at the south stair. (ARCHITEXAS)



Damaged terra cotta units salvaged, tagged and stored awaiting repair and reinstallation. (ARCHITEXAS)



ELEMENT TYPE PRIORITY ANALYSIS AND RECOMMENDATIONS

crete has rendered the monumental staircases unsafe and unusable. Terra cotta has suffered extensive damage and has been removed on some sections. The landings of the upper staircases cover basement level entries. These landings now require shoring to prevent collapse.

Conditions at the east and west entries correspond with the relevant materials sections of this report.

Recommendations:

The north and south staircases are to be completely dismantled and reconstructed to match the original. Plans for this work are nearing completion as of December 2013.

(2) Handrails

2

Description/Construction:

Aluminum tube and painted pipe handrails at building steps and entries.

Existing Conditions:

Fair. General wear and tear.

Recommendations:

Replace with period appropriate handrails as required to meet code.

(3) Iron guardrails

2

Description/Construction:

Ornamental iron guardrails flanking the north and south entry stairs at ground level.

Existing Conditions:

Fair. Paint is failing and railngs are rusting.

Recommendations:

Test railings for original paint color. Strip to bare metal and treat with phosphoric acid solution. Prime and repaint.

**(4) Exterior Plaster
or Stucco**

1

Description/Construction:

Hard plaster soffits with sand finish on underside of stair landings and at east and west entry vestibules.

Existing Conditions:

Good to poor. At the north and south stairs, water infiltration at the landings has some severe damage to the soffits and underlying concrete. At teh east and west, the soffits are in fair condition, with some minir cracking.

Recommendations:

Conduct a paint analysis on the surfaces to determine the original color. Remove all loose plaster to sound substrate. repair all underlying materials and causes of deterioration prior to replacing the soffit. Repair or replace to match historic and provide new paint to match original.

ELEMENT TYPE

PRIORITY

ANALYSIS AND RECOMMENDATIONS

Plaster soffits at the east and west entries are in good condition.. (ARCHITEXAS)



(4) Attached Lighting 3

Description/Construction:

Historic lighting at building entries. At the north and south, the building features historic luminaries mounted on the step checks. At the east and west entries the building features non-historic sconces.

Existing Conditions:

Fair. The luminaries are missing the decorative bashing that once covered the globes (visible in historic photos). The sconces are not original and, while fairly compatible, resulted in additional damage to the stone due to a new mounting location.

Recommendations:

Restore historic luminaires. Rewire with contemporary lamping and repaint based on the findings of a paint analysis. At the east and west, provide new sconces to match the original.

Luminaries on the step checks are original but are missing some parts. The sconces at the side entries are not historic. Mounting locations for the original fixtures are clearly visible on the walls above them.. (ARCHITEXAS)



Interiors

A. Interior Construction

(1) Walls and Partitions 3

Description/Construction:

Walls are cement plaster over expanded metal lath or structural clay tile. Decorative plaster crown moldings and details exist in halls and courtrooms. The courtroom also has decorative applied plaster ornamentation in various motifs including pilasters, capitals, and panels. Walls in courtrooms are ornamented in faux Caen stone.

Some original non-structural walls have been removed as noted on existing conditions plans.

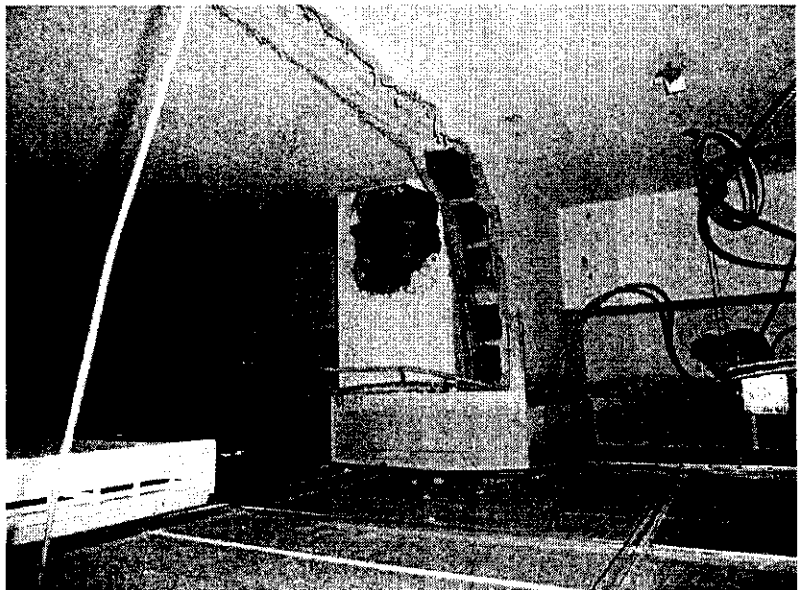
Some new partitions are wood or steel frame with dry wall and a smooth or lightly textured finish. Simple temporary partitions have been installed in some areas of the old jail to provide offices and storage.

a. Plaster 3

Existing Condition:

Good to fair Several areas throughout the building are moderately deteriorated due mainly to water infiltration and general wear and tear. The deterioration is not widespread. Typical deterioration problems include stains, minor cracking, minor spalling, and rough surface texture from wear and previous patching, damage from surface-mounted utilities. In general, walls throughout the building are in good condition, but some extensive sections of walls have been removed, particularly on the second floor in the area now serving the 354th District Courts.

There is limited deterioration of the wall and ornamental plaster above the suspended ceiling in the district courtroom. The condition of the plaster in the enclosed balcony is unknown..



A view of typical conditions above a suspended ceiling in a modified area. (Architexas)

ELEMENT TYPE

PRIORITY ANALYSIS AND RECOMMENDATIONS

Recommendations:

Remove any loose and delaminating plaster to sound substrate. Correct any underlying problem, such as water infiltration or other symptom, which is causing damage to the system. Fill holes or other wear related problems. Repair with new plaster to match. Repaint to match original color.

A similar approach should be taken in the district courtroom. Overlying materials should be removed and resulting damage repaired as above. Reconstruct plaster ornamentation to match original.

Where feasible, restore the original floorplan while accommodating new uses.

b. Gypsum Board 3

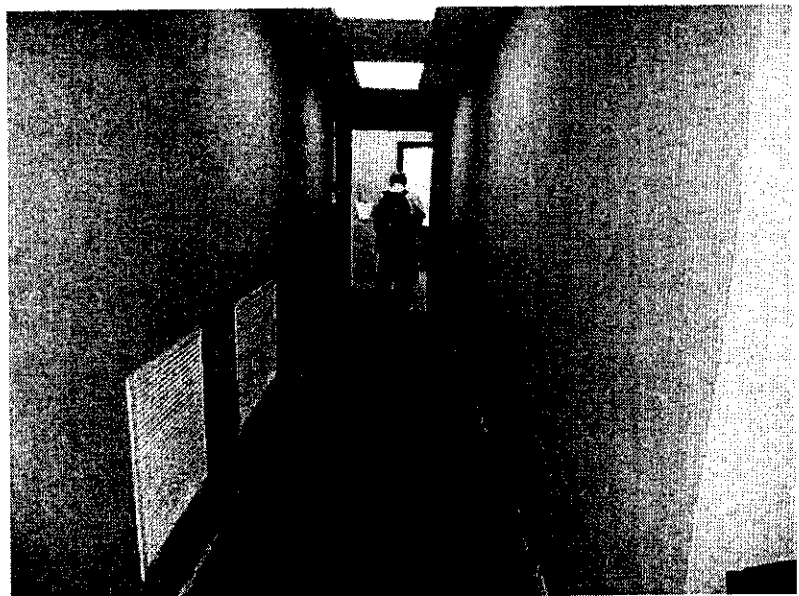
Existing Condition:

Good. Not original to building. Miscellaneous wear is evident. In most cases, partitions are installed in incompatible locations and configurations and in a manner which is not in keeping with the historic design. Partitions in the jail are not well configured.

Recommendations:

Remove walls which are not original to building wherever possible. Patch holes and repaint to match original color.

Where new walls are constructed in new or historic locations, they should be compatible with the building. Reconstructed walls should match the historic in visible detail. Entirely new walls should be differentiated as new but in a manner compatible with the original. This may be achieved with minor changes in moulding profiles of trim, texture or other finishes.



Gyp wall surfaces within an existing historic passage on the third floor. (Architexas)

ELEMENT TYPE

PRIORITY

ANALYSIS AND RECOMMENDATIONS

c. Steel

3

Description/Construction:

The jail contains a system of steel partitions of bars and plate steel forming cells and inmate facilities. Generally used as storage with some poorly configured offices for maintenance and Homeland Security.



Existing Condition:

Good and generally intact but some steel walls have been removed, most notably in the section built across two floor levels. The structure is not designed to support storage of records.

Recommendations:

The jail is an interesting artifact, but cannot be brought up to jail standards or to code, and cannot provide appropriate alternative uses in its current configuration. The jail should be redesigned and the space recaptured for use as county offices. The preferred approach will include elements of the jail to serve as an interpretive indication of the original use of the space. Bars may be retained at windows but to meet fire code may require a release to allow them to be opened. Other modifications for proposed offices uses will include extension of the second fire stair.

Walls in teh jaol are typically made of steel. Floors are steel plate with a concrete topping slab. (Architexas)

d. Ceramic tile

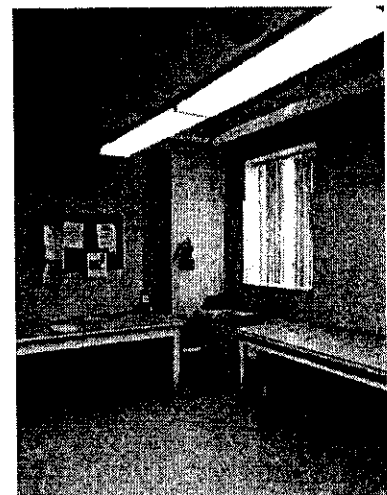
3

Existing Condition:

In non-original restrooms, existing contemporary tile is incompatible with historic courthouse design.

Recommendations:

As part of a comprehensive courthouse rehabilitation where restrooms are reconfigured/re-modelled, non-original restrooms should receive finishes that are compatible with the historic design but clearly new.



e. Marble

3

Description/Construction:

Marble covering on walls in original restrooms.

Existing Condition:

Fair. Damaged and in some cases

Converted restrooms n the groud floor retain marble wall covering.. (Architexas)

ELEMENT TYPE PRIORITY ANALYSIS AND RECOMMENDATIONS

partially removed as part of restroom renovations/modifications.

Recommendations:

Restore the original marble wherever possible. Compatibly repair holes and replace missing sections. In restroom areas to be retrofitted to a new use, it may be possible to salvage marble for restoration in other courthouse areas.

(2) Ceilings

3

Description/Construction:

Cement plaster over expanded metal lath or structural concrete.

Ceilings in the county and district courtrooms are heavily ornamented. Both have decorative plaster beams forming coffers. This is further enhanced by ceiling medallions and, in the district court, highly ornamental applied plaster decoration. The historic district courtroom includes applied acoustical tiles. The original county court and smaller district courtroom include a more modest crown moulding and frieze.

a. Flat plaster

3

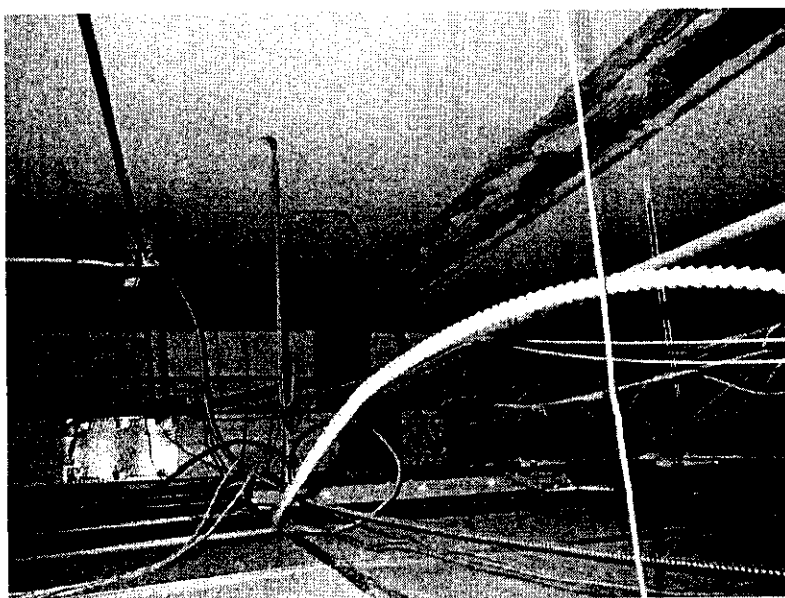
Existing Conditions

Fair. Ceiling conditions are quite variable. Many ceilings show no signs of distress, while others have minor water staining or minimal cracking.

Moisture damage is evident around the perimeter of the 196th courtroom ceiling. Almost all ceilings outside of the corridors are concealed by 2x4 grid ceilings.

Recommendations:

Conduct repairs as necessary and repaint to match original color and finish. Eliminate grid ceilings in favor of fully integrated systems.



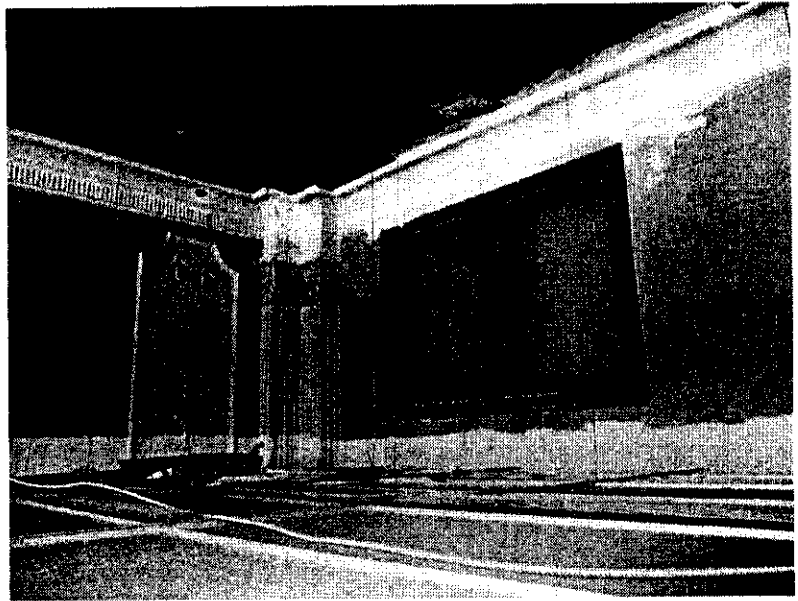
A view of typical historic ceiling conditions above a suspended ceiling in a modified area. (Architexas)

ELEMENT TYPE

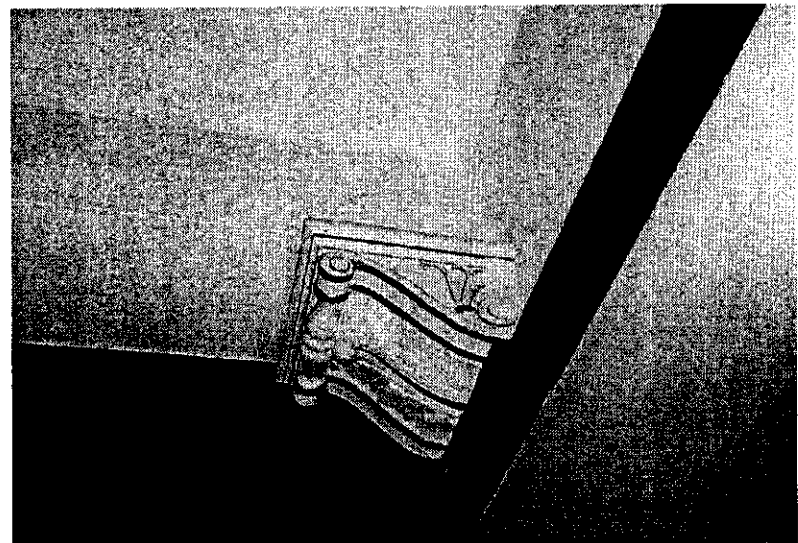
PRIORITY

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Finishes above the suspended ceiling in the 196th District Courtroom are original. (Architexas)



Ornamental plaster in the corridors is fairly simple. Paint finishes are not original. (Architexas)



b. Plaster ornamentation 3

Existing Condition:

Fair. In general, the plaster ornamentation remains intact with the exception of water-damaged portions of the district courtroom ceiling.

Recommendations:

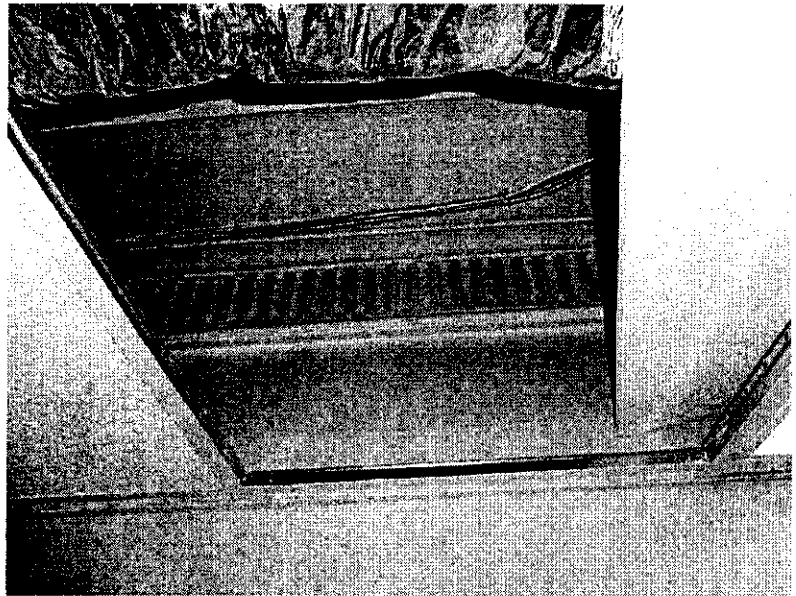
Conduct repairs to existing ornamentation as necessary. Reconstruct any ornamentation destroyed in past renovations.

c. 2 x 4 suspended acoustical system 3

Existing Condition:

Fair. Suspended ceilings conceal systems integration above and changes to the floorplan..

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Ornamental plaster hidden in the converted 196th courtroom balcony. (Architexas)

Recommendations:

Remove tiles and grid and restore original ceilings above.

(3) Flooring

Description/Construction:

Floors are of Tennessee Marble or similar. At elevators there are insets for rubber tile, now infilled with ceramic tile. Offices and courtrooms are concrete, most with an overlying VAT tile. Restrooms have white hex quarry tile.

a. Marble

3

Existing Condition:

Good. In general the marble is in excellent condition. There are some areas with poorly-executed patches and repairs.

Recommendations:

As part of a comprehensive rehabilitation, repair areas of previous patching and damage with materials matching the historic.

b. Concrete

3

Existing Condition:

Good condition where observed. Some surface wear is evident. Minor cracking is likely but not problematic.

Where walls are reconfigured some patching will be necessary

Recommendations:

Where flooring is exposed or where VCT is removed in the future, provide patching compound at joints which are cracking.

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Typical marble flooring conditions in the corridors. (Architexas)



Hex tile floors in old restroom areas will require extensive rehabilitation. (Architexas)



c. New Ceramic Tile 3

Existing Condition:

Good

Recommendations:

when the courthouse is fully rehabilitated, install new, historically compatible tile.

d. Hex Ceramic Tile 3

Existing Condition:

Varies. In some historic restrooms it has been partially removed or replaced.

Recommendations:

when the courthouse is fully rehabilitated, repair and reconstruct the original hex tile flooring.

ELEMENT TYPE PRIORITY ANALYSIS AND RECOMMENDATIONS

**e. 9"x9", 12"x12"
Vinyl Composition
tile.**

3

Existing Condition:

Good to poor. Condition is quite varied from location to location. The VAT in the district courtroom (196th) is painted. 12"x12" tile is not historically-compatible.

Recommendations:

Tile needs to be tested for containment of hazardous materials. Remove material which is in poor condition and install new tile to match historic. . Flooring that is in good to excellent condition may be maintained in some offices.

f. Carpet.

3

Existing Condition:

Poor to good. Carpeting exists in a variety of areas but none is original. While many areas are in good condition, others are excessively worn, stained, and are not properly stretched or secured. Carpeting is generally incompatible with the historic building

Recommendations:

Remove to expose original underlying flooring material. Treat any underlying material as described in the appropriate section above.

G. Rubber tile

3

Existing Condition:

Small areas at elevator entries were probably rubber tile as was typical of the period. Existing ceramic tile is not compatible.

Recommendations:

when the courthouse is fully rehabilitated, install new, historically compatible tile.

(4) Base

3

Description/Construction:

Base is Tennessee Marble in corridors, white oak in most other areas. Some secondary spaces have concrete base.

a. Marble

3

Existing Condition:

Good. Typical wear and tear.

Recommendations:

Conduct minor repairs and reconfigure as part of a comprehensive courthouse rehabilitation..

b. Oak

3

Existing Condition:

Good in most areas. Typical wear and tear. Some incompatible replacement.

Recommendations:

Repair where necessary and where building rehabilitation requires

ELEMENT TYPE PRIORITY ANALYSIS AND RECOMMENDATIONS

changes to the original configuration. Conduct general refinish and repair as part of a comprehensive courthouse rehabilitation.

c. Concrete

3

Existing Condition:
Good.

Recommendations:
Repair as part of a comprehensive courthouse rehabilitation.

(5) Wainscoting

3

Description/Construction:
Tennessee marble.

Existing Condition:
Good to Poor. In most areas the marble is in good condition. However, in many areas the stairs have been given a coating that appears to be polyurethane. There are also areas, most notably under the main staircase where water infiltration has done severe damage to the marble and where previous patching is failing.. In many corridor areas the marble has been shifted around to accommodate floorplan changes.

Recommendations:
Survey marble and identify all damaged material for repair or replacement. Assume less than 200 sf replacement. Remove all surface coatings and clean and polish marble as necessary for

Marble wainscoting damage on the ground floor. (Architexas)



Marble wainscoting In the converted corridor at the Auditor's offices. The small door is a plumbing access hatch and is poorly sealed.(Architexas)



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restoration. Restore historic door locations at corridors wherever practical.

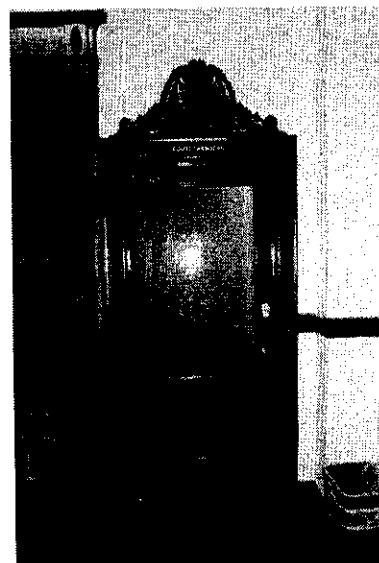
(6) Finish Carpentry 3

Description/Construction:

Original wood casing and trim at doors, interior windows, picture rails and chair rails. There are numerous sidelight windows and accent windows with related casings and trim.

Glazing in interior windows is textured in a variety of patterns.

Original built-in furnishings remain in the two historic district courtrooms and match the other millwork.



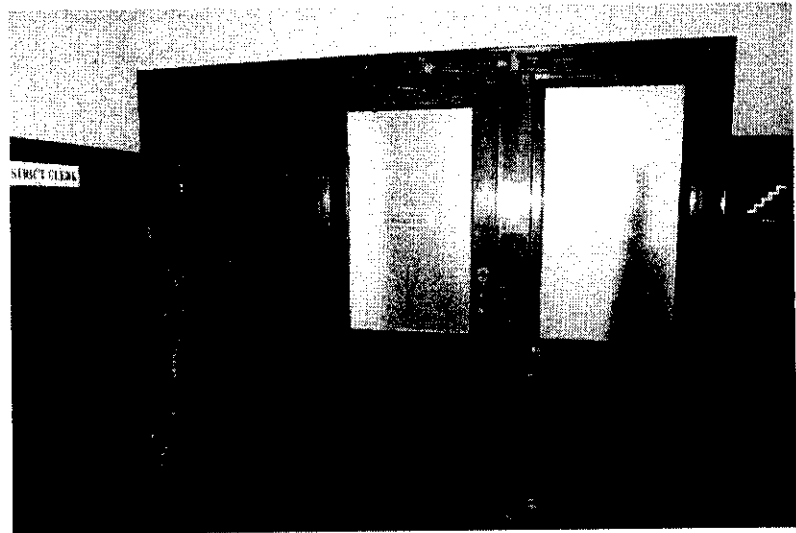
*Historic millwork in the building is generally in good condition.
(Architexas)*



*Built-in furnishings in both historic district courtrooms is intact.
(Architexas)*

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*Typical interior door and sidelights.
(Architexas)*

Doors and trim in older added partitions are, for the most part, historic ones relocated from other openings in the building or were constructed of in-kind materials. Several new openings have been created in historic walls. These openings are usually compatible and provide useful function.

Existing Condition:

Good. Most wood retains its original finish and is suffering from basic wear and tear and from the installation of new locks and other supplementary hardware. About 30% of the picture rails above suspended ceilings is missing or has been painted.

Trim on some modern partitions is incompatible with the historic design both in style and materials.

A large number of interior doors and windows have been removed and/or relocated.

Recommendations:

Patch miscellaneous holes and repair surface damage.

Remove all incompatible modern trim. Where non-original partitions and wall openings must be retained, replace trim with compatible materials.

Restore original door and window locations wherever possible.

Restore all finishes to original condition.

**(7) Doors and
Hardware**

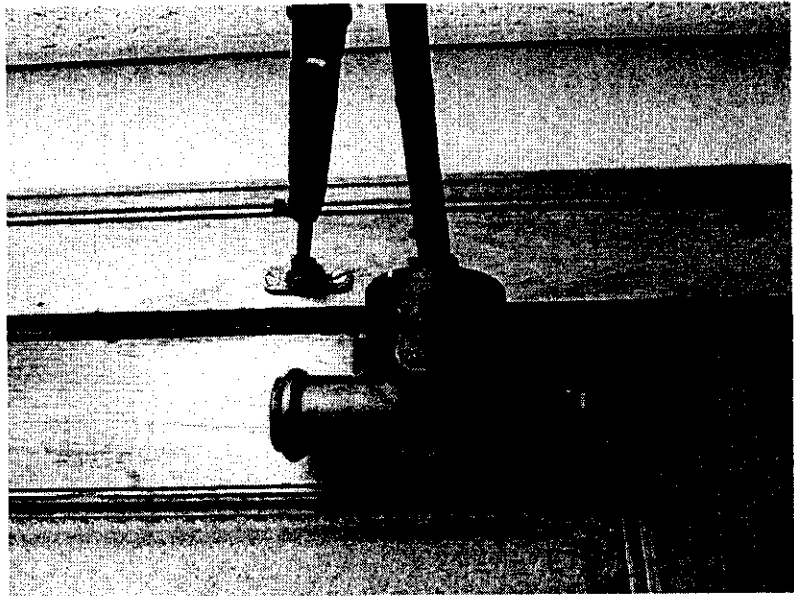
3

Description/Construction:

Original wood doors, transoms and hardware exist in most openings.

ELEMENT TYPE

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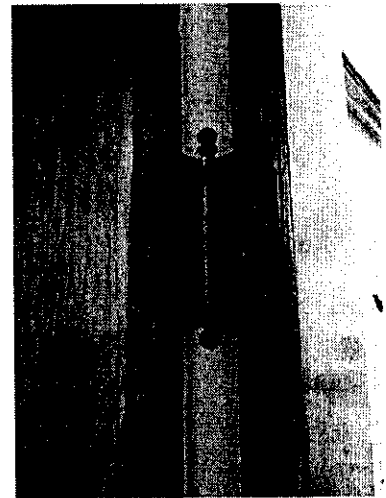
Typical door closer. (Architexas)

Doors are stained white oak with a glazed upper panel and solid lower panel.

Original brass hardware exists in most locations with supplemental locks added.

Existing Condition:

Good. Most doors are original to the building, although several have been relocated to other locations in the building, and new doors exist in many modern partitions. Original hardware is generally in good condition. New hardware has been installed on several doors to supplement or replace the original.



Typical hinge. (Architexas)

Recommendations:

Restore doors and trim to original condition and finish. Patch holes with wood which matches original species. Relocate doors which have been moved to their original location. Provide new glazed panel doors to match original as necessary.

Install new door and window components at all entries to match historic.

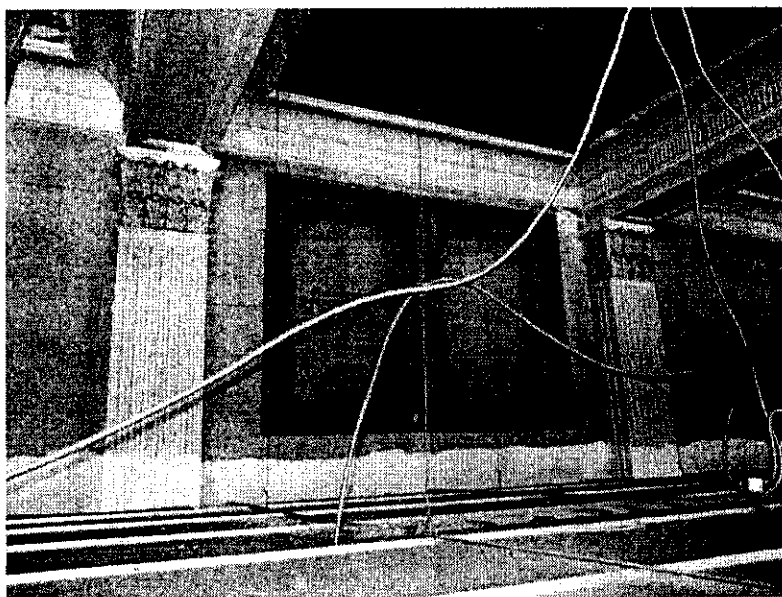
Restore and refinish existing hardware after conducting a finish analysis. Replace hardware which is not original or appropriate with new to match original or new period style hardware. Hard-

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Original painted ornamentation in the building was quite dramatic and is worthy of restoration. A paint analysis is recommended. (Architexas)



ware does not comply with ADA requirements. Variances will need to be requested on existing hardware and potentially new hardware.

(8) Paint

3

Description/Construction:

Most historic paint has been covered but evidence of the original scheme is evident above the 196th district courtroom ceiling and in some back of house areas.

Existing Condition:

Paint throughout the building is generally in good condition with general wear and tear.

Recommendations:

Conduct paint analysis to determine original colors and restore as appropriate.

Test all paint for lead content.

(9) Wood blinds and hardware

3

Description/Construction:

Wood vertical blinds as described in historic specifications. Brass cord ties attached to casings.

Existing Condition:

Blinds have been removed as well as approximately 50% of the brass cord ties.

Recommendations:

Install blinds that are compatible with the originals. Repair exist-

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ing ties and replace missing ones.

**(11) Building
Insulation**

3**Description/Construction:**

Roofing/Attic Insulation.

Existing Condition:

None provided.

Recommendations:

Provide minimum R-30 insulation in attic.

B. Stairways:

**(1) Stair
Construction**

3**Description/Construction:**

Main staircase with marble treads and risers on ground through third floors. Stair features ornamental iron railings marble newel posts and wood handrails.

Secondary staircases provide access between the ground and first floors at the east and west ends of the building. Two enclosed concrete fire stairs also exist, one extending from the ground to the third floor, and the other all floors.

Existing Condition:

Good. All of the stairs are in good condition with general wear and tear. There is one broken tread on the main staircase. Many of the wood finials at the newel posts are not original and some of the wood handrails at secondary stairs are missing end caps.

Recommendations:

Clean and repaint metal components where necessary. Clean and polish marble. General maintenance. Reconstruct all missing com-



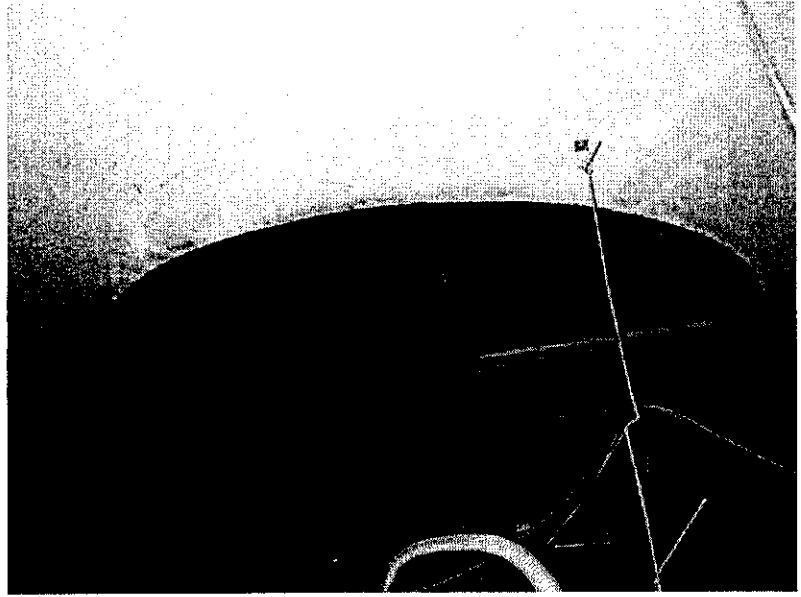
A view of the grand staircase at the second floor. (Architexas)

ELEMENT TYPE

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An original spiral staircase at the County Clerk's office, and a removed stair at the old jury dormitory. (Architexas)



ponents. Extend the second fire stair to service all floors of the building.

(2) Spiral Staircases 3

Description/Construction:

Metal spiral staircases originally provided connections between the jury dormitories and the floor below, and clerk's offices on the first floor and vaults on the ground floor.



Existing Condition:

Good but some missing. Spiral staircases that exist on lower levels are in good condition. Staircases at the jury dorms are removed, but the openings remain.

Recommendations:

Clean and repaint metal components where necessary. Removed staircases need not be reconstructed unless doing so provides practical functionality.

C. Conveying Systems

(1) Elevator 3

Description/Construction:

Existing elevator shafts are original to the building. Original equipment room or "penthouse" remains on the roof.

Existing Condition:

The elevators are in fair condition but are not in compliance with code

ELEMENT TYPE	PRIORITY	ANALYSIS AND RECOMMENDATIONS
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An original elevator (left) and fire stair (right) on the ground floor. Gray painted metal elements were probably originally painted to look like oak. (Architexas)



requirements. Elevators require two-way communication, hoistway ventilation, a self closing and locking door, and pit ladders, pit lights or receptacles.

Recommendations:

Conduct repairs and improvements to hoistway, pit and machine room as required by state regulations.

Upgrade existing cabs and equipment to provide reliable, code-compliant service.

D. ADA and Code Compliance

(1) Emergency Lighting

3

Description/Construction:

Wall Mount

Existing Condition:

Good to poor. Minimal emergency lighting exists in the building.

Recommendations:

Provide adequate emergency lighting to allow for safe egress in the event of emergency or loss of power. Carefully integrate emergency lighting which is in compliance with local codes.

(2) Exit Lights

3

Description/Construction:

Poor

Existing Condition:

The building lacks comprehensive egress signage. There are historic

ELEMENT TYPE	PRIORITY	ANALYSIS AND RECOMMENDATIONS
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exit signs at fire stairs.

Recommendations:

Retain and restore historic exist signs. Supplement with a complete system of egress signage that is in compliance with local codes.

(3) Posted emergency exit route **1**

Description/Construction:

Poor

Existing Condition:

Postings inadequate.

Recommendations:

Provide compatible signage indicating emergency exit routes as required by state and local codes.

(4) Fire extinguishers **1**

Description/Construction:

Standard fire extinguishers exist in various locations throughout the building.

Existing Condition:

Fair. Extinguishers are not regularly serviced.

Recommendations:

Provide fire extinguishers as necessary to meet state and local codes. Place fire extinguishers on a schedule of regular maintenance.

(NOTE: For information on fire alarm and sprinkler systems, refer to the "Services" section of this of this chapter. Additional compliance information is provided in the Building Code Compliance Review at the end of this chapter.)

(6) Accessibility Plan
a. Accessibility Ramp **3**

Description/Construction:

A sidewalk ramp provides access to the primary basement entry, but a smaller ramp directly adjoining the doors is inadequate.

Existing Condition:

Poor. Ramp at the primary basement entry is noncompliant.

Recommendations:

Install a complete new system of complaint and compatible ramping at the primary accessible entry

ELEMENT TYPE PRIORITY ANALYSIS AND RECOMMENDATIONS

b. Other

Additional information on Accessibility issues is located in the ADA Compliance Review section at the end of this chapter.

E. Security System 3

Description/Construction:

A comprehensive security check point is located at the ground level north entry. Security cameras are also present throughout the building.

Existing Condition:

Good. The security apparatus acts as controlled access point. Building security indicates that the architecture of the building prevents optimal placement of the security check point.

Recommendations:

When security issues require further action, commission a security study to determine the most efficient and historically compatible approach to security upgrades. The contracted consultant should have experience in providing security to courts buildings and other historic structures. Preferably, high security uses should be removed from the building and all entrances reopened.

Services

A. Plumbing Systems:

(1) Domestic Water Distribution 3

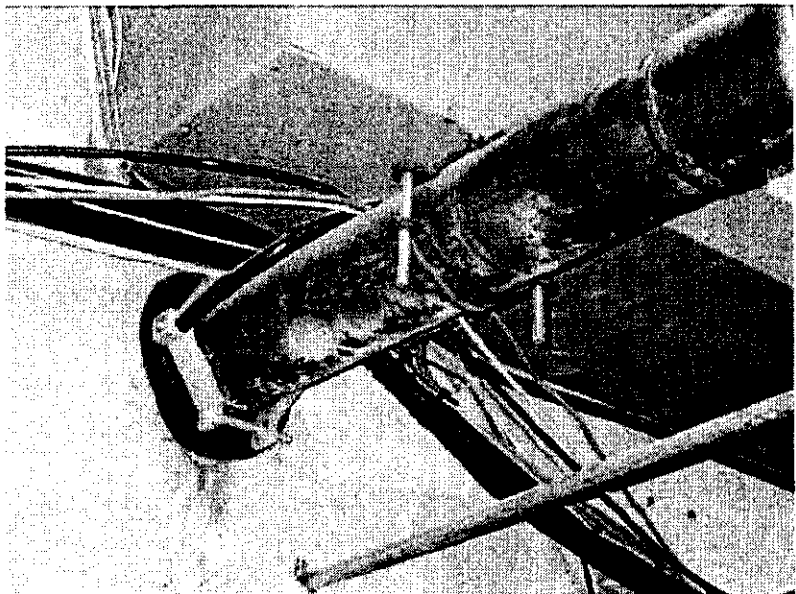
The Services section of this report was prepared with the assistance of Johnson Consulting Engineers. A complete copy of their report is contained in the Appendix of this document.

Description/Construction:

Most of the water piping is run concealed behind existing surfaces. Piping enters the building at the basement and is distributed from there.

Most water piping is copper with fiberglass insulation.

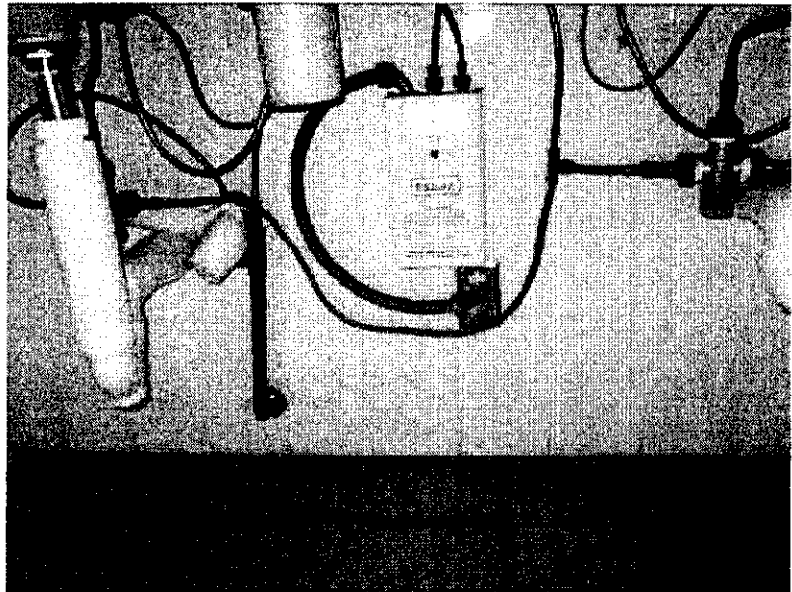
Limited hot water usage in the building is currently provided by point of



Primary water supply entry at the ground level. (Johnson Consulting Engineers)

ELEMENT TYPE

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Point of use water heater. (Johnson Consulting Engineers)

use electric water heaters at the 3rd floor public toilets.

Most other fixtures do not have hot water.

Existing Condition:

Good to Fair.

Recommendations:

Current pipe routing and sizing is adequate for the fixtures installed. Installation of additional fixtures or changing fixture types (for example changing water closets from flush tank to flush valve) would require enlarging the existing piping.

Consider installation of hot water at all sinks and lavatories.

(2) Sanitary Waste System

3

Description/Construction:

The sanitary waste is a gravity system. The piping is installed mostly concealed behind existing construction. With the exception of some new PVC waste and vent piping from the County Judge's Office, the waste and vent piping is bell and spigot cast iron construction with Lead and Oakum joints.

Existing Condition:

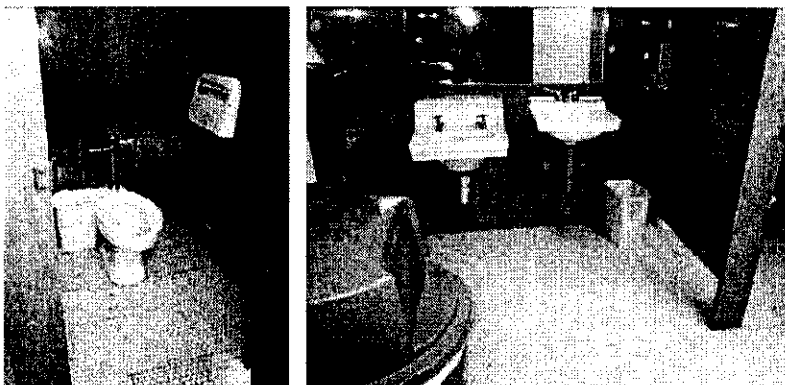
Good

Recommendations:

Modify existing sanitary waste piping as required to accommodate new plumbing fixtures. Check condition of existing joints.

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Typical restroom fixtures. (Johnson Consulting Engineers)



**(3) Plumbing Fixtures
And Trim 3**

Description/Construction:

The existing plumbing fixtures are vitreous china type with wall mounted lavatories, wall hung urinals and floor mounted water closets and drinking fountains.

Some of the fixtures and trim are ADA compliant, while others are not.

Existing water closets are flush valve type.

Existing plumbing fixtures do not include water saving features and are not in compliance with current water use criteria.

Existing Condition:

Fair. Plumbing fixtures are in working condition.

Recommendations:

Replacing plumbing fixtures with new fixtures in compliance with current water use regulations should be considered. In addition to water saving fixtures, the use of hands-free control of water closets, urinals and lavatories will yield water savings and reduce sanitary concerns for a public facility.

Replace all fixtures and piping with any architectural renovations.

**(4) Storm Drain
System 1**

Description/Construction:

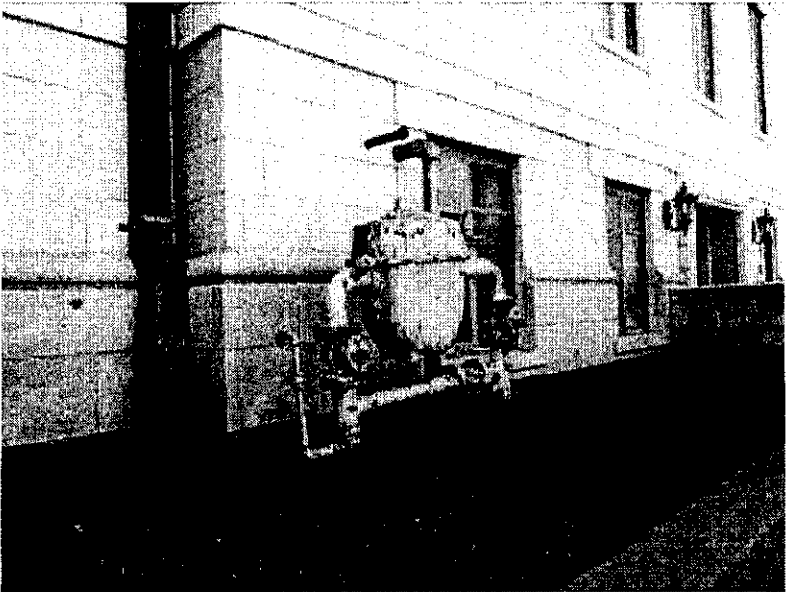
The existing storm drain system consists of external scuppers and downspouts. There are no internal roof drains. Some settlement of the surrounding ground and underground storm piping appears to have occurred at downspout connectors.

Existing Condition:

Fair to Poor.

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The gas service is no longer needed and can be eliminated unless the county chooses to install a gas-fired boiler.. (Johnson Consulting Engineers)



Recommendations:
Verify condition of all downspouts and replace as required as part of exterior renovation. Correct separation of downspouts at connections to underground piping.

(2) Other Plumbing Systems 3

Description/Construction:
 Natural gas meter exists adjacent to building. However, there is no gas usage in the building.

Existing Condition:
 Unknown.

Recommendations:
Remove gas meter, unless required for space heating. Install a new service and distribution piping as necessary to support any proposed new systems. Locate and screen any new meter to minimize visual impact on the site.

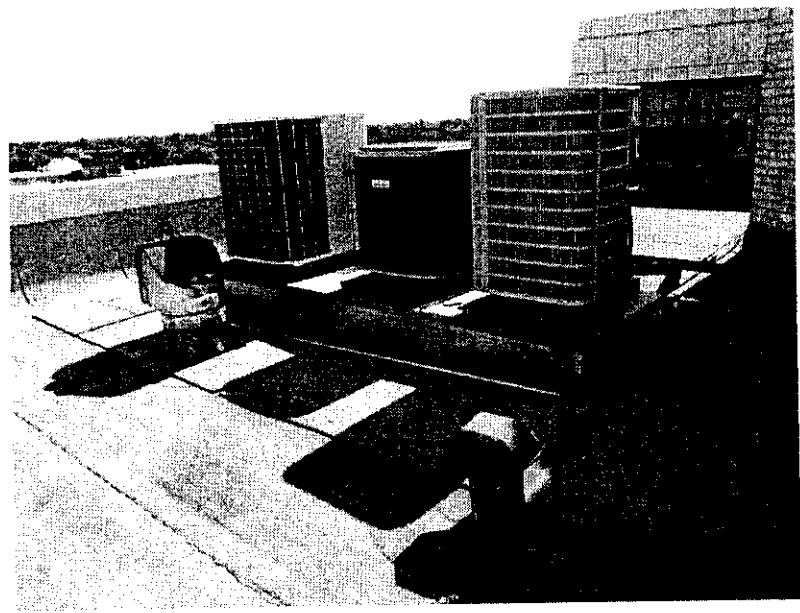
B. Heating, Ventilating & Air Conditioning (HVAC) Systems:

(1) Heating and Cooling Systems 3

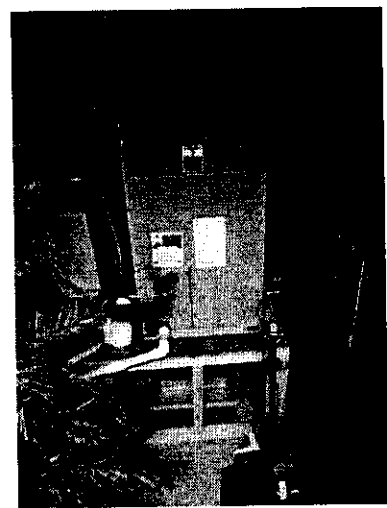
Description/Construction:
 Existing air conditioning systems consist of thirty two DX cooling with electric heat split systems, with one split system heat pump system in the Treasurer's Office. Condensing units for all systems are installed on the roof.

Furnaces are vertical units installed in closets or exposed in the space,

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*Typical roof-mounted equipment.
(Johnson Consulting Engineers)*



*Inside units are poorly located and do
not meet fire codes. (Johnson
Consulting Engineers)*

with the exception of horizontal units in the 354th Courtroom and the associated Jury Room. All systems are standard single zone systems. In many of the closets combustible construction material or storage is exposed to the air streams, which are Mechanical Code violations.

Ductwork for most systems is installed concealed above layin ceilings , however, ductwork is exposed in many spaces. Any efforts to expose the original ceilings in these areas will require relocation of ductwork. Most of the ductwork is sheet metal with flex duct runouts. However, some ductboard is installed on the second floor.

There are no provisions for the introduction of outside air into the building.

Most copper refrigerant piping is concealed in walls and chases.

ELEMENT TYPE

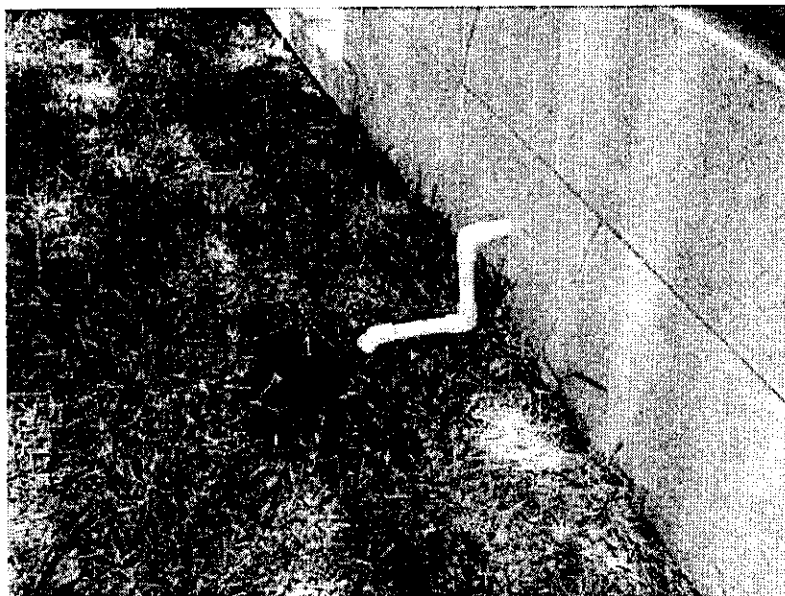
PRIORITY

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Typical examples of exposed ductwork. (Johnson Consulting Engineers)



Condensate drain at ground-level air handler. (Johnson Consulting Engineers)



Instances of condensate drain piping discharging on to grade were observed. This can lead to long term structural problems due to differential swelling of soils.

Unlike the rest of the building, the corridors are heated and cooled with a Variable Refrigerant Flow (VRF) type system. These systems consist of a condensing unit on the roof with multiple unit ventilator type fan coils in corners of the corridors. Refrigerant piping is concealed behind painted sheet metal enclosures.

Owner reports no zoning related issues, but does indicate potential capacity issues on the west facing zones on very hot days.

There was originally a steam heating system, which has been decommissioned. Most of the radiators have been removed, but a few remain as does the steam boiler. However, most of the original steam piping is still in place.

Existing Condition:

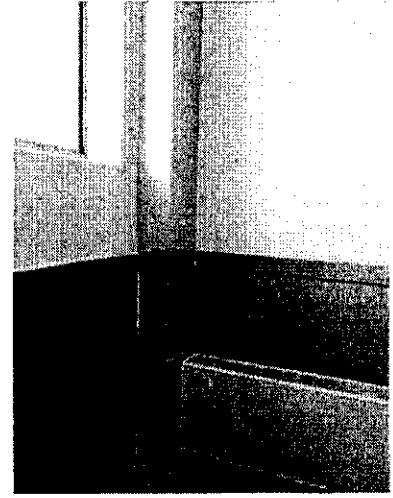
Fair. Most of the equipment was replaced in 1995, so is approaching

ELEMENT TYPE

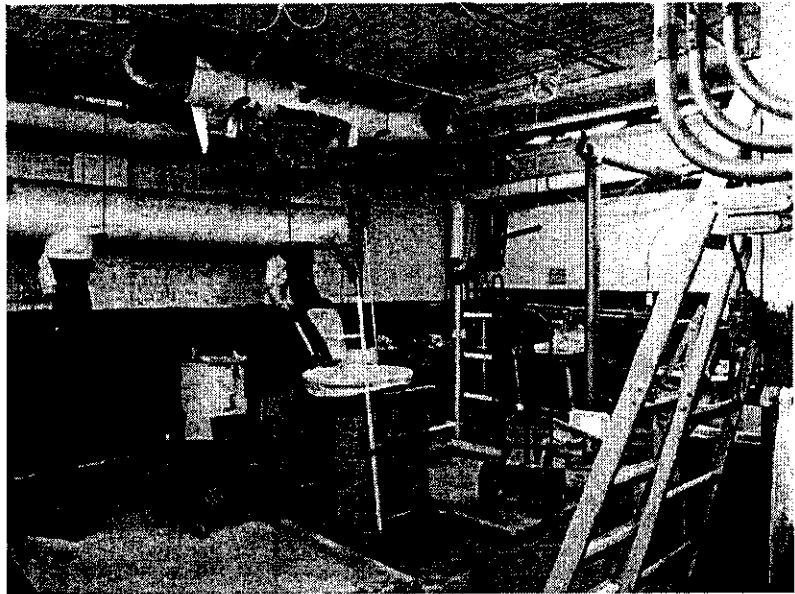
PRIORITY

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VRF system components mounted on the roof and at stair landings. (Johnson Consulting Engineers)



Steam piping in the boiler room. (Johnson Consulting Engineers)



the end of its useful life. Equipment replacement occurs on an as needed basis. While the systems are operational based on the current building occupancy, it is unlikely that the existing system, and especially ductwork, could remain intact during a complete restoration. In addition, the lack of introduction of outside air can lead to sick building issues and should be addressed.

Recommendations:

A system is needed that provides adequate and consistent temperature and humidity control for the entire building, is economical to operate, while accommodating the specific needs of individual spaces and at the same time, not requiring historically inappropriate lay-in ceilings to conceal. The existing system is inadequate for the entire building. Any split DX type system presents similar problems - difficult to obtain proper and consistent humidity and

ELEMENT TYPE

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Radiators, while no longer in use, should be retained wherever possible. (Johnson Consulting Engineers)

temperature control and difficult to conceal evaporators inside building.

One potential system to consider would include new, properly sized chilled and hot water fan coil units located in the attic and in mechanical closets strategically located on each floor. These fan coil units would include adequate latent capacity to provide proper dehumidification. Ideally, the mechanical closets would align vertically to allow outside air ductwork to drop from new intakes at the roof and to allow routing of chilled and hot water piping vertically to minimize impacts to the restored spaces.



This system should also consider pretreatment of outside air to a neutral condition of 75°F and 50% RH. This will allow introduction of outside air without impacting the internal comfort conditions.

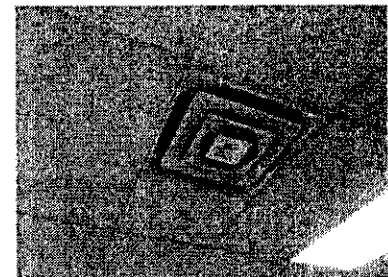
Consideration should be given to locating a water cooled chiller in the original boiler room, with a short cooling tower installed on the roof.

Another optional system to consider would be a Variable Refrigerant Flow (VRF) type system. These systems consist of a single condensing unit with multiple evaporators located in the building. These systems are limited in capacity, so multiple independent systems would be required on this building. Indoor evaporators are available in several options, including concealed horizontal and vertical ducted units, exposed wall mounted and recessed ceiling mounted units. These systems are very efficient and quiet. They also require less maintenance than a chilled water system. A dedicated outside air system will also be required for this system.

(2) Grilles, Registers and Diffusers 3

Description/Construction:
No grilles, registers or diffusers of historic value were discovered. The existing grilles, registers and diffusers were of recent manufacture painted to match the ceiling.

Existing Condition:
Good.



Typical diffuser. (Johnson Consulting Engineers)

ELEMENT TYPE PRIORITY ANALYSIS AND RECOMMENDATIONS

Recommendations:

Provide new grilles when installing the new HVAC systems.

(3) Ventilation

3

Description/Construction:

The restroom ventilation systems in the courthouse are not considered historically significant.

Existing Condition:

Not applicable.

Recommendations:

Install new toilet ventilation systems.

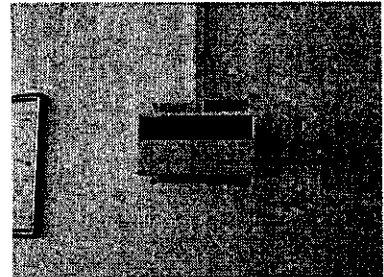
(4) Controls

3

Description/Construction:

The existing controls are DDC and consist of sensors installed in the bodies of existing thermostats.

These sensors are used for space temperature setpoint control and scheduling. There are limited alarms available to the operators. The VRF system in the corridors has a stand alone control system which is not interfaced with the overall control system.



DCC control unit. (Johnson Consulting Engineers)

Existing Condition:

Fair.

Recommendations:

Upgrade electronic controls with the new HVAC system to include an energy management system. This new system will have the ability to operate the system under multiple scenarios, so that the interior conditions are appropriate for the time of day and occupancy.

C. Fire Protection Systems:

(1) Fire Sprinkler System

3

Description/Construction:

While a fire sprinkler system does not exist, a standpipe system is in place and is operable.

Horizontal piping for the standpipe system is installed exposed in the basement corridor.

Existing Condition:

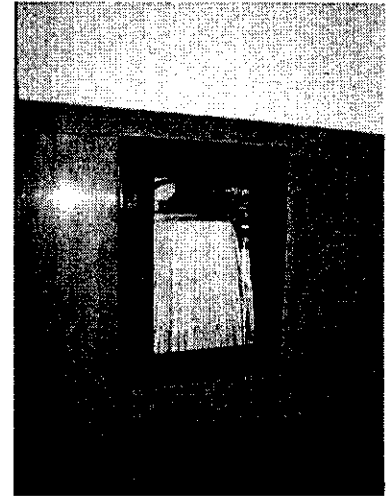
Fair.

ELEMENT TYPE

PRIORITY

ANALYSIS AND RECOMMENDATIONS

*Fire standpipe and hose cabinet.
(Johnson Consulting Engineers)*



Recommendations:

Install a new complete fire sprinkler system in accordance with current building code requirements and NFPA standards.

**(2) Fire Alarm and
Detection and
Security Systems 3**

Description/Construction:

A limited use fire alarm system exists.

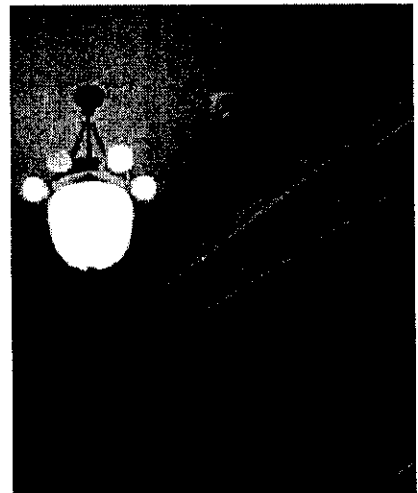
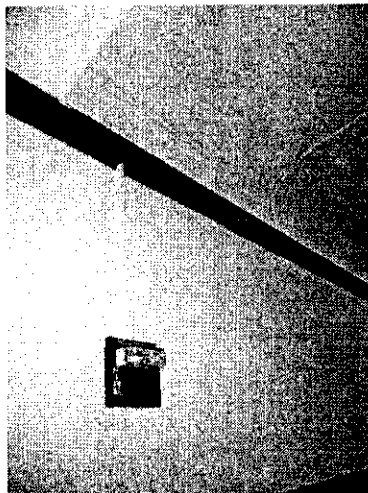
Smoke detectors are installed in most corridors and on the fifth floor.

In addition, a security system consisting of a panic alarm system is installed in each major office and in courtrooms, which rings alarm at the sheriff's office. Also card readers are installed at all exterior doors.

Existing Condition:

Fair. Existing system is approximately 10 years old.

*Typical fire alarm and detection
system components and raceways.
(Johnson Consulting Engineers)*



ELEMENTTYPE PRIORITY ANALYSIS AND RECOMMENDATIONS

Recommendations:

Install an NFPA approved digital fire alarm and detection system to provide complete coverage of the entire building, along with ADA compliant alarm indication. Include duct detectors in all air moving systems exceeding 2000 CFM. This system will not only improve occupants safety but provide property protection during times when the building is not occupied.

(3) Fire Extinguishers 3

Recommendations:

When master plan renovations occur, new fire extinguishers should be installed on each building level as required by local codes. All extinguishers must be placed on a schedule of regular inspection and maintenance.

D. Electrical Systems:

(1) Electric Service 3

Description/Construction

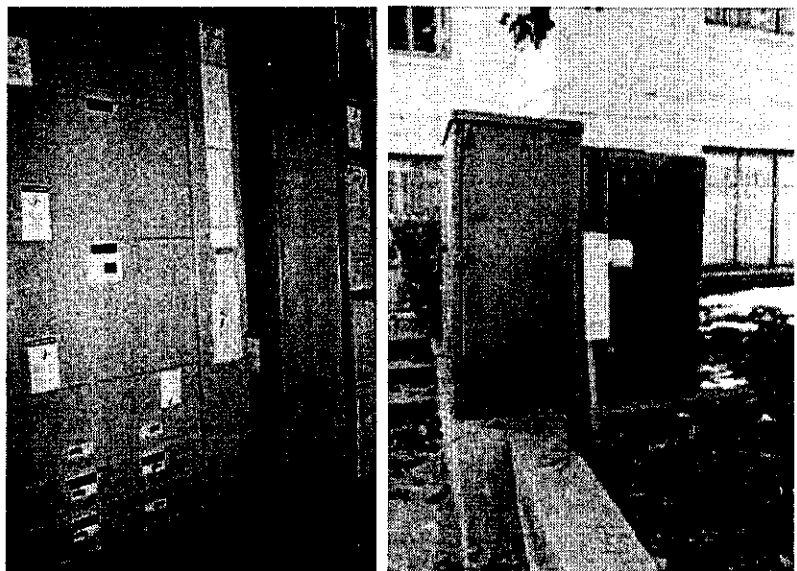
The existing electric service is located in the basement electrical room. It is fed from a transformer located on site.

The entire electric service was replaced/upgraded in 1995. This update has led to a reliable electrical system.

The main distribution panelboard is located in the basement electrical room. A lighting and power panelboard is installed in each quadrant of each floor on levels 1 thru 4 and one panel is installed on level 5, which also serves level 6. In addition, dedicated panelboards are installed on the roof to serve air conditioning equipment.

Some surface mounted conduit and receptacle boxes were noted.

Instances of separated exterior conduit were observed.



Electrical service and pad-mounted transformer. (Johnson Consulting Engineers)

ELEMENT TYPE

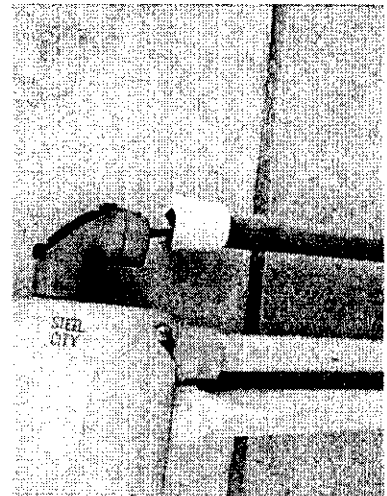
PRIORITY

ANALYSIS AND RECOMMENDATIONS

*Rooftop and office sub-panels.
(Johnson Consulting Engineers)*



*Interior and exterior surface-mounted
conduits. (Johnson Consulting
Engineers)*



Existing Conditions

Very Good.

Recommendations:

The existing electric service is of adequate capacity and in good condition. The only revisions necessary are those related to architectural updates - for example as walls are moved, new receptacles will need to be installed. Additionally, the surface mounted panelboards should be relocated to electrical rooms or closets and the conduit and outlet boxes should be embedded in the walls that remain. Consider relocating transformer to less prominent location on site. Repair separated conduit.

(ARCHITEXAS recommends the relocation of the existing exterior transformer. The transformer ideally should be placed off site. If such a relocation is not feasible, it should be moved to a location farther removed from the building and screened with landscaping.)

**(2) Telephone/Data
Service**

3

Description/Construction

The telephone and data systems are routed to terminals located in various locations throughout the building.

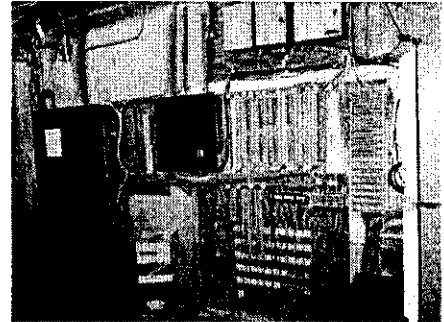
ELEMENT TYPE PRIORITY ANALYSIS AND RECOMMENDATIONS

Existing Conditions

Good to Fair.

Recommendations

The telephone and data distribution system should be centralized in a new telephone/data closet dedicated to that use and new wiring that is appropriate for current standards should be installed.



Main telephone panel. (Johnson Consulting Engineers)

(3) Lighting Fixtures 3

Description/Construction

For the most part, the lighting consists of fluorescent fixtures with T8 lamps -surface mounted in corridors and lay-in troffers or pendant or surface mounted fixtures in offices and courtrooms.

The only historically significant lighting is in the first floor corridor.

Existing Condition

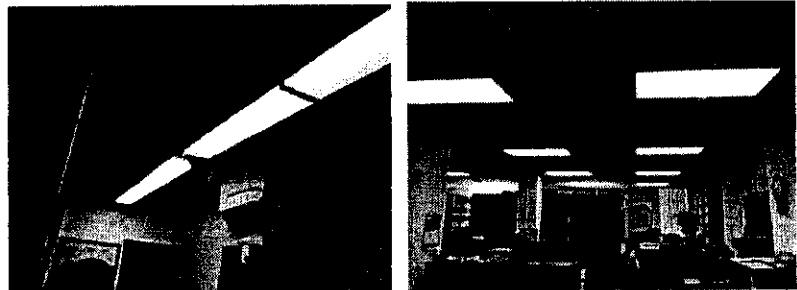
Fair to Good.

Recommendations:

The public area incandescent lighting fixtures should be reworked and rewired to use higher efficacy lamps, such as compact fluorescent or LED.

Fluorescent fixtures in the office and courtrooms should be replaced with fixtures that reflect the historical nature of the building. As historic ceilings are exposed, recessed LED downlights should be installed for general lighting along with historically authentic fixtures compatible with the restoration.

(ARCHITEXAS note: Original lighting fixtures and globes still exist in a few locations and should provide adequate evidence for replacement/reconstruction of the historic fixtures.)



Typical lighting fixtures. (Johnson Consulting Engineers)

ELEMENT TYPE PRIORITY ANALYSIS AND RECOMMENDATIONS

(4) Lightning Protection System

2

Description/Construction

No existing system of lightning protection was found during our field survey of the building roof.

Existing Condition

Not applicable.

Recommendations:

An NFPA compliant lightning protection system is recommended to help protect computer and telephone systems and structures from lightning strikes. This system would include a system of air terminals, terminal bases, primary conductors, secondary and down conductors, ground conductor loop and ground rods installation.

(5) Emergency Lighting

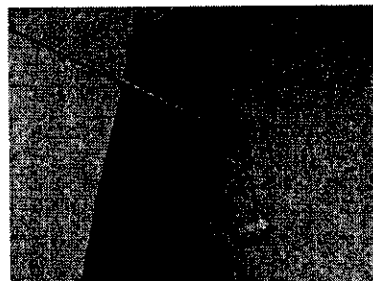
3

Description/Construction:

No emergency lighting was observed, except recently added emergency fixtures in the exit stairs.

Some historic exit lights are not in compliance with current UL requirements.

*Emergency lighting in the fire stair.
(Johnson Consulting Engineers)*



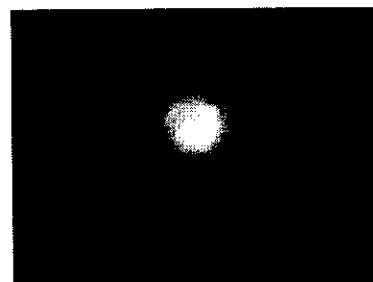
Existing Condition

Not applicable.

Recommendations:

Provide emergency lighting as required to allow for safe egress in the event of emergency or loss of power. Provide emergency lighting in compliance with recognized standards and with local Fire Marshal requirements. Provide UL compliant exit lights.

Historic exit signs should be retained and supplemented with modern fixtures. (Johnson Consulting Engineers)



(6) Exterior Lighting

2

Description/Construction:

Limited exterior lighting consists. Historically significant pole lights are installed at the base of exterior stairs.

Existing Condition

Fair. Site-mounted fixtures are not historically significant.

Recommendations:

Install new exterior lights that are authentic to the restoration date selected and that are complimentary to the atmosphere of the new

ELEMENT TYPE

PRIORITY

ANALYSIS AND RECOMMENDATIONS

Examples of historic, movable furnishings are located throughout the building. (Architexas)



uses of the building. Repair and relamp existing pole light fixtures with high efficiency light sources.

Furnishings

A. Furnishings

(1) Wood

3

Description/Construction:

Original building furnishings. Constructed of white oak with wood laminate details. Includes a variety of built in and free standing types of furnishings and accessories.

Existing Condition:

Good. In general, the original furnishings are in very good condition. Some doors, and drawers do not operate freely and some furnishings have missing hardware and are not entirely stable.

Recommendations:

Conduct a full inventory of all original courthouse furniture across all county facilities and return any displaced items to courthouse. Restore furnishings to original condition. Clean, refinish as necessary and provide new hardware as needed to match original. Repair damaged elements and re-secure loose fasteners and components.

(2) Metal

3

Description/Construction:

Original metal furnishings in clerks' areas

Existing Condition:

Good to fair. In general, the original furnishings are in good condition. Some doors, and drawers do not operate freely and some furnishings have missing hardware and are not sound and stable. The service counters in the district and county clerk's offices are not historic.

ELEMENT TYPE PRIORITY ANALYSIS AND RECOMMENDATIONS

Recommendations:

Conduct a full inventory of all original courthouse furniture across all county facilities and return any displaced items to courthouse. Restore furnishings to original condition. Clean, repaint as necessary and provide new hardware as needed to match original. Repair damaged elements and re-secure loose fasteners and components. Reconstruct original service counters and windows.

Other Building Construction

A. Special Construction

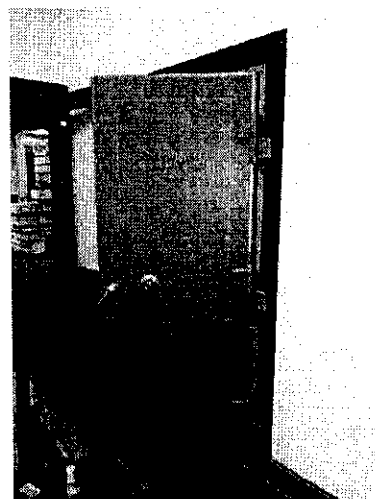
(1) Vault doors 3

Description/Construction:

Steel vault doors with hardware and mechanisms.

Existing Condition:

Fair. Many of the building's vault doors have been removed. Three that remain are original to the building. These vaults are generally in good condition. They have been repainted with period-similar paintwork that is not well executed.



Recommendations:

Clean vault doors and mechanisms to allow free movement of parts. Properly restore the original paintwork. Have locking mechanisms reset by a locksmith to allow proper operation, or disable the mechanisms to avoid accidental locking of the vaults.

The previously-restored vault doors were poorly executed and should be reworked. (Architexas)

(2) Audio/Visual System 3

Description/Construction:

Audio and Visual Systems in County and District Courtrooms.

Existing Conditions:

Minimal and outdated and inadequate amplification, speaker, recording, and video systems exist in the courtrooms.

Recommendation:

Sensitively integrate the infrastructure for a new audio/visual system into the historic courtroom spaces. A new system must also be installed which includes audio amplification, video projection, and recording systems which meet the needs for court and multipurpose functions. Good communication both visually and acoustically can be achieved with a well designed system. Room acous-

ELEMENT TYPE**PRIORITY ANALYSIS AND RECOMMENDATIONS**

tics and sound control must be studied carefully to engineer a quality system for these spaces.

The extent of the systems necessary will depend on the final uses identified for the courtrooms and the needs of the courts. The most important aspect of these systems is that the proper conduits and cabling be sensitively integrated to allow for the installation of a variety of system types without difficulty or damage.

ELEMENT TYPE

PRIORITY ANALYSIS AND RECOMMENDATIONS



Typical site conditions at the four corners of the square. (Architexas)

SITE

A. Paving

3

Description/Construction:

Portland cement concrete paving at most locations. Original sidewalk layouts as shown on original site plan remain with a number of repairs and modifications made over the years. The most notable modification is the removal of the streetside curb at the corners of the square and the installation of traffic islands. There are many chips, breaks, spalls and patches in the curbs and sidewalks.

Existing Conditions:

Fair. While much of the sidewalk and curbs are intact, repairs and modifications have left a messy appearance and created uneven surfaces.

Recommendations:

In the short term, ensure sidewalks are maintained and trip-hazards repaired. Long term it is recommended that the original paving be carefully documented and the historic site plan restored to its original pattern except where modifications are necessary for code compliance and access. It would be preferred to eliminate the traffic islands at the corner of the square. If these are deemed absolutely necessary, they should be redesigned to better complement the original paving pattern.

B. Handicap Accessible Ramps

3

Description/Construction:

Ramping has been installed at the primary entry. There are two ramps, one leading to the entry area adjoining the staircase, and a second directly adjoining the entry door..

ELEMENT TYPE

PRIORITY

ANALYSIS AND RECOMMENDATIONS



*North site and accessible parking.
(Architexas)*

Existing Condition:

Poor. The ramps are not compliant with accessibility guidelines.

Recommendation:

Install new compliant accessible ramps at the accessible entry.

C. Roll Down Curbs

3

Description/Construction:

Roll-down accessible ramps adjacent to the handicap parking stalls.

Existing Condition:

Poor. Roll-down curbs do not meet code standards for slope and are not in contrasting colors. There are also no compliant roll-down curbs at crosswalks at the corners of the site.

Recommendations:

Install code-compliant roll-down curbs at handicapped parking areas and corner access points near crosswalks.

D. Curbs

3

Description/Construction:

6" concrete curbs exist around the perimeter of the site.

Existing Condition:

Fair. Curbs are deteriorating in many places. The curb has been modified or removed at the corners of the site for the installation of traffic islands.

Recommendation:

All curbs around the site should be replaced. Concrete wheel stops should be installed with the new parking around the site to eliminate tires resting against the curb. In areas designated as "no

ELEMENT TYPE PRIORITY ANALYSIS AND RECOMMENDATIONS

parking" yellow paint should be applied to the gutter surface rather than the curb face.

E. Parking

3

Description/Construction:

On-street angle parking is located on all sides of the courthouse. There are 42 standard spaces and 3 handicap spaces.

Recommendations:

Good. As part of a full rehabilitation of the site, provide new parking indications.

F. Graphics

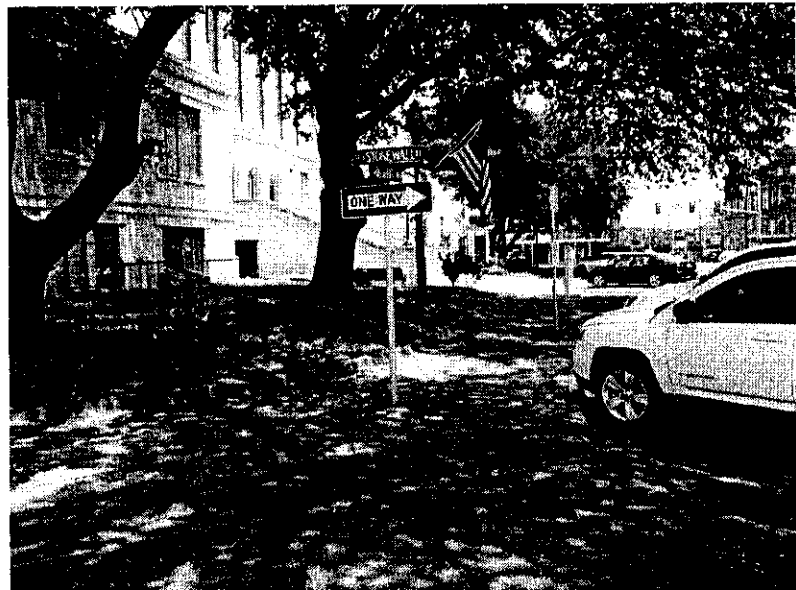
3

Description/Construction:

A series of metal signs with steel poles and bases. These signs desig-



Signs and other graphics clutter the square. (Architexas)



A view of the south side of the square. (Architexas)

ELEMENT TYPE

PRIORITY ANALYSIS AND RECOMMENDATIONS

nate various reserved parking spaces for county officials and visitor parking.

Existing Condition:

Signs present an obstruction to the flow of pedestrian traffic along the 6' sidewalk. Additionally, they are very unsightly, 'industrial' looking signs that detract from the view of the east facade of the courthouse.

Recommendations:

Due to the problems these signs present with pedestrian flow and their obtrusiveness, these signs should be removed from the site. A better solution for designating reserved parking spaces is to create a graphic standard for stenciling this information on the surface of each designated parking space. Create a new, uniform, compatible and code-compliant wayfinding sign program for the site.

G. Exterior stair railing

3

Description/Construction:

Stairs around the building have metal pipe handrails, painted.

Existing Condition:

Fair. The railings need painting and do not fit the historic character of the architecture.

Recommendation:

The exterior of the courthouse would be greatly enhanced if period-style decorative metal railings were used to replace the current industrial pipe railings.

H. Flag Poles

3

Description/Construction:

Aluminum flagpole located on the northwest corner of the site. Flag holders have been clamped to all light standards.

A new methodology for mounting flags around the square is recommended (left). A variety of hand-rail types exist and detract from the appearance of the courthouse (right). (Architexas)



ELEMENT TYPE PRIORITY ANALYSIS AND RECOMMENDATIONS

Existing Condition:

Good. Flag holders on light standards are not compatible.

Recommendation:

Clean and repair primary flagpole. Design and implement alternative mounting system for flags at light standards or eliminate.

I. Light Standards

3

Description/Construction:

The site features acorn-top metal light standards on the courthouse lawn. Additional fixtures have been added at the traffic islands at the corners of the site. There are four smaller light standards with round globes at the step checks adjoining the main entry.

Existing Condition:

Fair. All of the standards are in need of refurbishment.

Recommendation:

Clean and repaint light standards as necessary. Assume all light standards require rewiring. Upgrade internal parts to energy efficient versions.

J. Street Signs

3

Description/Construction:

Standard metal street signs exist on all corners of the site.

Existing Condition:

Fair. Each sign is located within the sidewalk.

Recommendation:

Remove street signs from sidewalks and locate new street indicators in more appropriate locations such as traffic signal poles/arms.

K. 1936 Centennial Marker

3

Description/Construction:

Granite memorial located at the southwest corner of the site.

Existing Condition:

Fair. Memorial requires maintenance and does not sit square and level.

Recommendation:

It is recommended that this monument be relocated to a new concrete base directly adjoining the sidewalk. Clean granite base with soap and a natural bristle brush. Clean and wax bronze plaques.



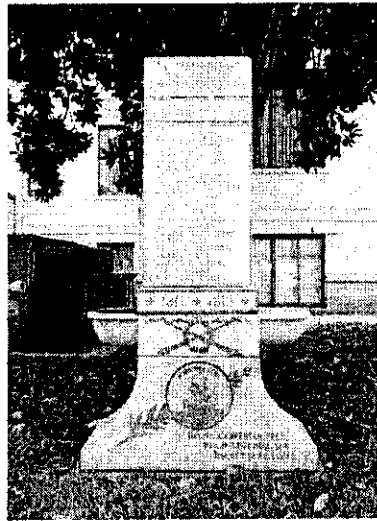
1936 Centennial Marker. (Architexas)

ELEMENT TYPE

PRIORITY

ANALYSIS AND RECOMMENDATIONS

*Hunt County Heroes (left), and Audie Murphy (right) memorials.
(Architexas)*



L. Audie Murphy Memorial

3

Description/Construction:

Granite and bronze memorial located east of the north entry walk.

Existing Condition:

Fair. Memorial requires maintenance.

Recommendation:

Clean granite base with soap and a natural bristle brush. Clean and wax bronze plaque and statue.

M. Hunt County Heroes Memorial - WW1

3

Description/Construction:

Granite memorial located west of the main entry walk.

Existing Condition:

Fair. Memorial requires maintenance.

Recommendation:

Clean monument with soapy water and a natural bristle brush.

N. THC Markers

3

Description/Construction:

Aluminum markers on steel poles at the northwest corner of the site.

Existing Condition:

Fair. "The Seven Courthouses of Hunt County" subject marker requires maintenance.

Recommendation:

Clean and repaint "The Seven Courthouses of Hunt County" subject marker.

ELEMENT TYPE

PRIORITY

ANALYSIS AND RECOMMENDATIONS



Texas Historical Commission markers. (Architexas)



Artillery display. (Architexas)

O. Artillery display 3

Description/Construction:

Early 20th-century artillery gun and shells in a landscaped area.

Existing Condition:

Poor. The display is poorly maintained and detracts from the site.

Recommendation:

Re/locate this display to another, more appropriate facility. Place limitations on what can be added to the site in the future to avoid clutter and maintenance issues.

P. Site Furniture 3

Description/Construction:

Iron and wood park-style benches are located on the north, west and south sides of the courthouse. Trash receptacles are placed in relatively

ELEMENT TYPE

PRIORITY ANALYSIS AND RECOMMENDATIONS



One of several types of benches on the square. (Architexas)

random locations around the square. There are concrete benches and planters on the traffic islands at the corners of the site.

Existing Condition:

Fair, the benches are deteriorating and do not compliment the square. The trash receptacles are fairly compatible but are in need of repainting and can be better located.

Recommendation:

Locate site-compatible benches and trash receptacles in uniform locations around the site. Furnishings should be installed with dedicated mounting pads to prevent interference with walkways. Trash receptacles may be reworked and relocated if practical. Site furnishings should be uniform ins style and placement.

Q. Transformer

3

Description/Construction:

Large electrical transformer and meter on north side of square.

Existing Condition:

Good. Unsightly

Recommendation:

The transformer should be moved off-site, as it detracts from the views of the courthouse building. If remote location or sub-grade mounting of the transformer is impractical or impossible, place it in as discreet a location as possible and screen it with landscaping.

R. Gas Meter

3

Description/Construction:

Standard gas meter located on the east side of the courthouse building.

ELEMENT TYPE

PRIORITY ANALYSIS AND RECOMMENDATIONS



A view from the southeast corner of the square. (Architexas)

Existing Condition:

Good. The gas meter is unsightly.

Recommendation:

Relocate the gas meter to a more discreet location and/or screen it with landscaping.

S. Turf

3

Description/Construction:

Mixed turf on all sides of site.

Existing Condition:

Fair. Coverage is spotty. Mixed turf variety gives uneven appearance.

Recommendation:

All turf on the site should be removed and replaced with new sod. All areas where new turf is to be installed should be graded and level before installation. A regular maintenance schedule should be established for controlling weeds and applying compost to the lawn. Consult the landscape design professional for recommended procedures.

T. Magnolias

3

Description/Construction:

Two large Magnolia trees on the north side of the courthouse.

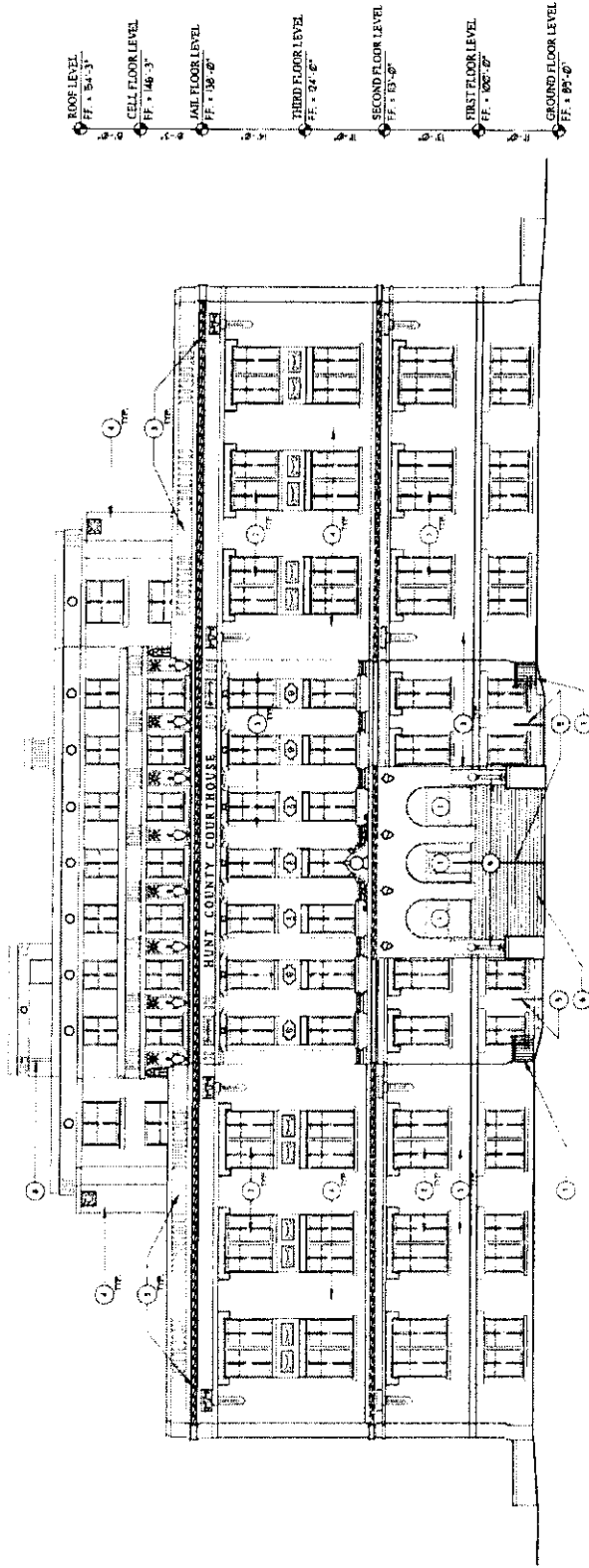
Existing Condition:

Fair. Likely nearing the end of their natural life spans. Trees are in close proximity to the courthouse.

Recommendation:

Prune trees paying particular attention to branches close to the

ELEMENT TYPE	PRIORITY	ANALYSIS AND RECOMMENDATIONS
		<i>courthouse. When the trees begin to decline, remove them. New trees in this location are not recommended.</i>
U. Live oaks	3	<p>Description/Construction: Four large live oaks are located on the south lawn.</p> <p>Existing Condition: Fair. The trees require maintenance and are in close proximity to the courthouse.</p> <p>Recommendation: <i>Prune and maintain with particular attention to ensuring branches are not in close proximity to the courthouse.</i></p>
V. Shrubs	3	<p>Description/Construction: A variety of shrubs and bushes exist around the courthouse. .</p> <p>Existing Condition: Poor. In general the shrubs are in poor condition and are not installed in a uniform manner.</p> <p>Recommendation: <i>Remove all shrubs. Shrubs and planting beds around the building should be kept to a minimum..</i></p>
W. Irrigation	3	<p>Description/Construction: Automated irrigation system.</p> <p>Existing Condition: None.</p> <p>Recommendation: <i>Install a new, water-saving irrigation system to maintain all plantings.</i></p>
X. Gazebo	3	<p>Description/Construction: Wood gazebo on the south side of the site.</p> <p>Existing Condition: Poor. Gazebo is poorly maintained and unsightly.</p> <p>Recommendation: <i>Remove from site.</i></p>



- ① REMOVE NEW BUILDING DOORS / WINDOWS
- ② EXTERNAL METAL BUTTERFLY CASEMENT WINDOWS
- ③ TERRAZZO / MARBLE FLOORS
- ④ BRICK MASONRY EXTERIOR
- ⑤ EXTERNAL LIGHT FIXTURES
- ⑥ EXISTING METAL HANDRAILS
- ⑦ METAL DOWNPOUTS
- ⑧ EXISTING CAST-IRON DOWNPOUTS
- ⑨ EXISTING METAL ENTRY STAIRS
- ⑩ EXISTING METAL HANDRAILS

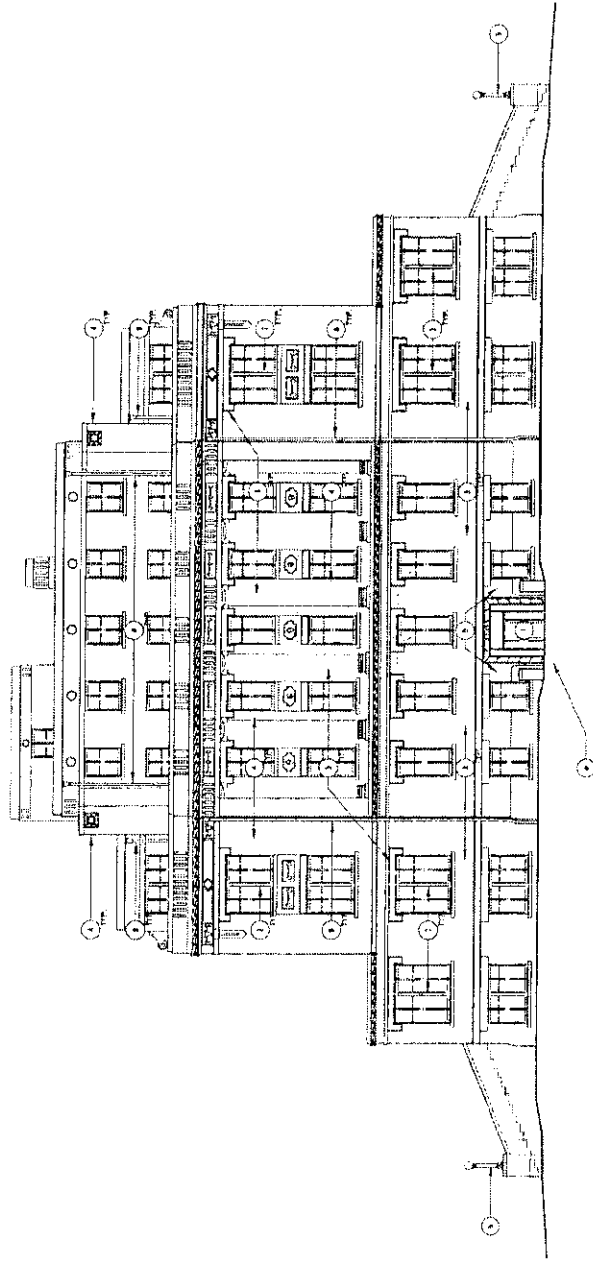
Existing 2013 Scheme
 Front Elevation
 Scale: 1/8" = 1'-0"

1

HUNT COUNTY COURTHOUSE
 Greenville, Texas



ARCHITECTS



- ① EXISTING METAL SHINGLES
- ② EXISTING METAL SHINGLES
- ③ EXISTING METAL SHINGLES
- ④ EXISTING METAL SHINGLES

- ① EXISTING METAL SHINGLES
- ② EXISTING METAL SHINGLES
- ③ EXISTING METAL SHINGLES
- ④ EXISTING METAL SHINGLES
- ⑤ EXISTING METAL SHINGLES

Existing 2013 Scheme
Side Elevation

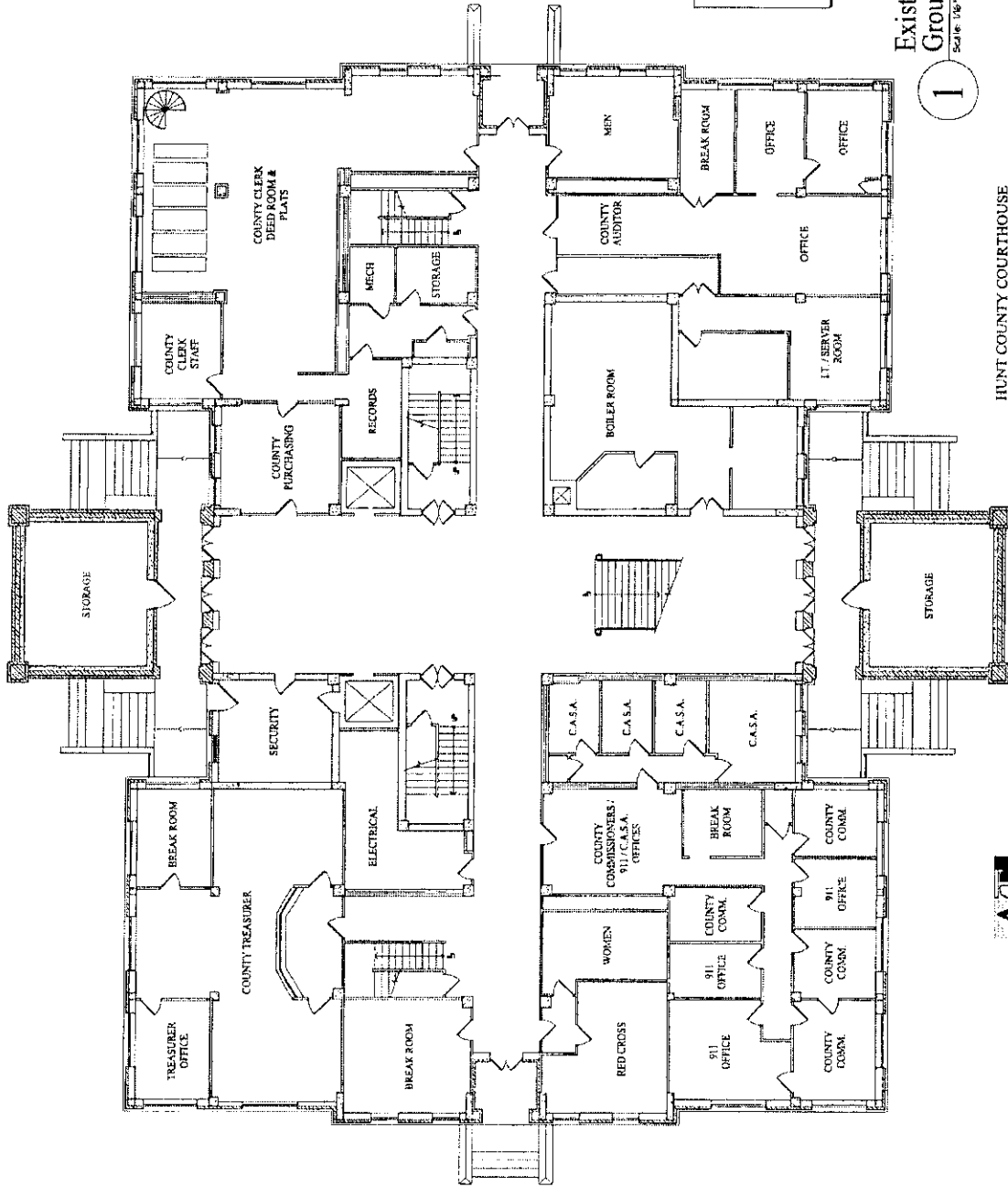
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Scale: 1/8" = 1'-0"

HUNT COUNTY COURTHOUSE
Greenville, Texas



ARCHITECTS



GROUND LEVEL - EXISTING

1014 SF	COUNTY ASSESSOR	1310 SF	COUNTY TRANSLATOR
1015 SF	C.A. BRANCH	1311 SF	PROPERTY TRAINING
1016 SF	COUNTY COMMISSIONERS	1312 SF	COUNTY CLERK, JUDICIAL
1017 SF	AD 2001	1313 SF	COUNTY CLERK, JUDICIAL
1018 SF	AD 2001	1314 SF	MECH./PLUMBING

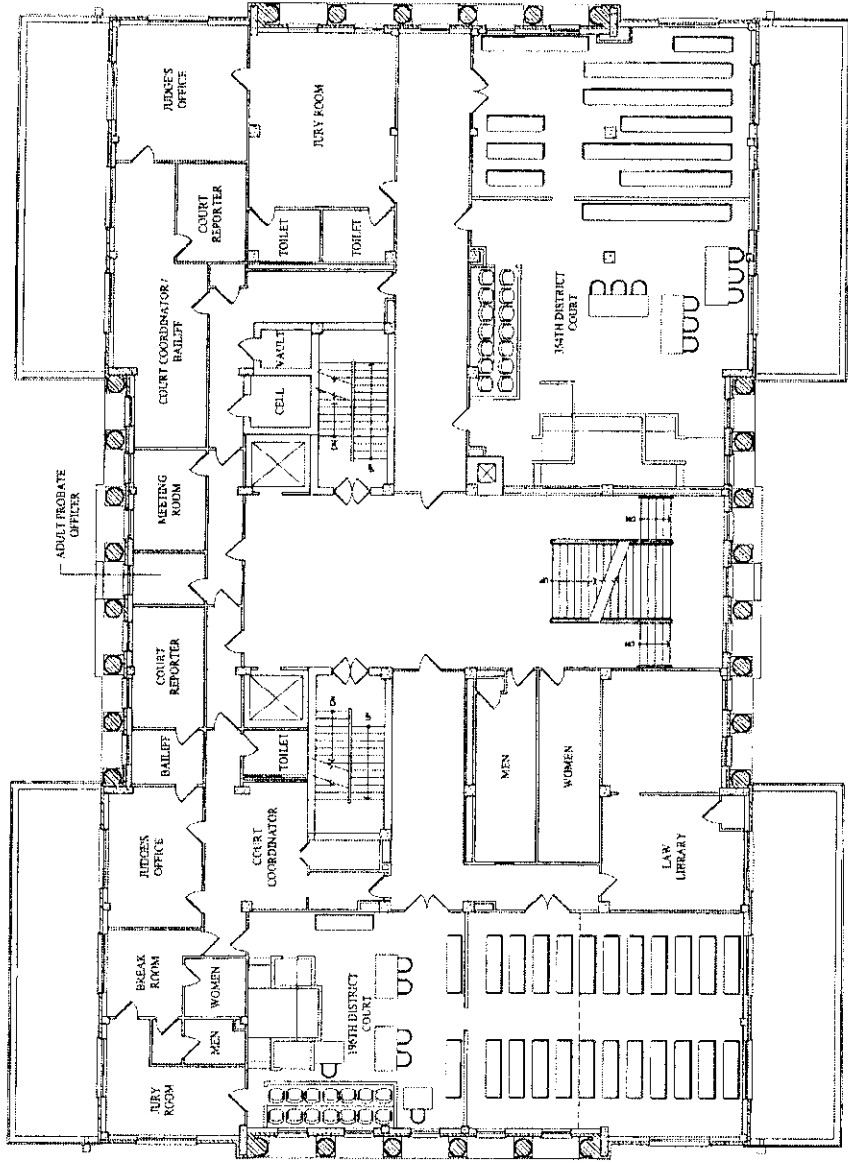
Existing 2013 Scheme
Ground Level Floor Plan
 Scale: 1/8" = 1'-0"

1

HUNT COUNTY COURTHOUSE
 Greenville, Texas



ARCHITECTS



SECOND LEVEL - EXISTING
 0.5/1.2
 13TH DISTRICT COURT 2/15/08
 14TH DISTRICT COURT 2/15/08
 15TH DISTRICT COURT 2/15/08
 16TH DISTRICT COURT 2/15/08

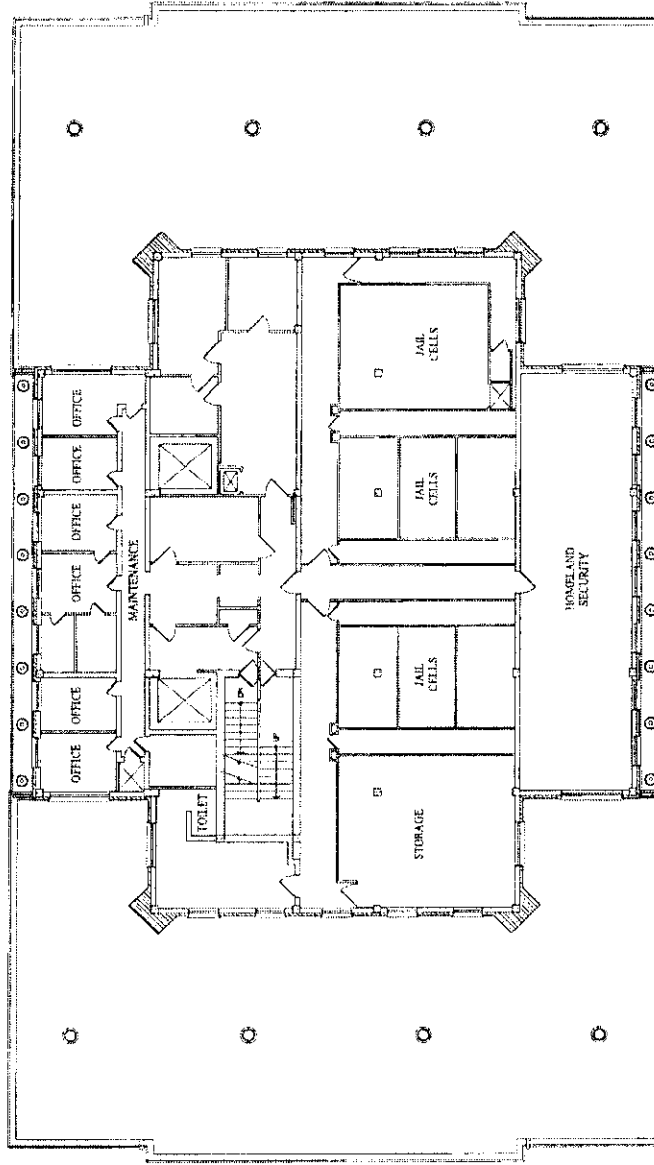
Existing 2013 Scheme
 Second Level Floor Plan
 Scale: 1/8" = 1'-0"

1

HUNT COUNTY COURTHOUSE
 Greenville, Texas



ARCHITECTS



JAIL FIRST LEVEL - EXISTING
 10/11/13
 10/11/13
 10/11/13
 10/11/13

Existing 2013 Scheme
 Roof & First Jail Floor Plan

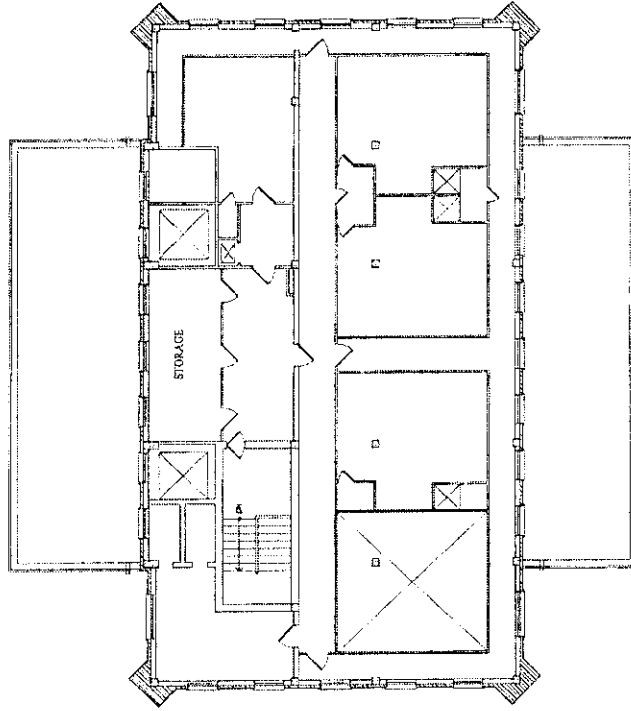
1

Scale 1/8" = 1'-0"

HUNT COUNTY COURTHOUSE
 Greenville, Texas



ARCHITECTS



JAIL SECOND LEVEL - EXISTING
 1/18/13
 HUNT/STOWERS 1/17/13

Existing 2013 Scheme
 Roof & Second Jail Floor Plan

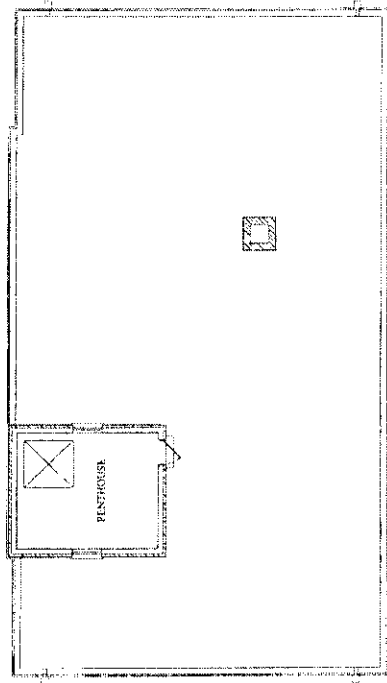
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Scale: 1/8" = 1'-0"

HUNT COUNTY COURTHOUSE
 Greenville, Texas



ARCHITECTS



Existing 2013 Scheme
Roof Plan

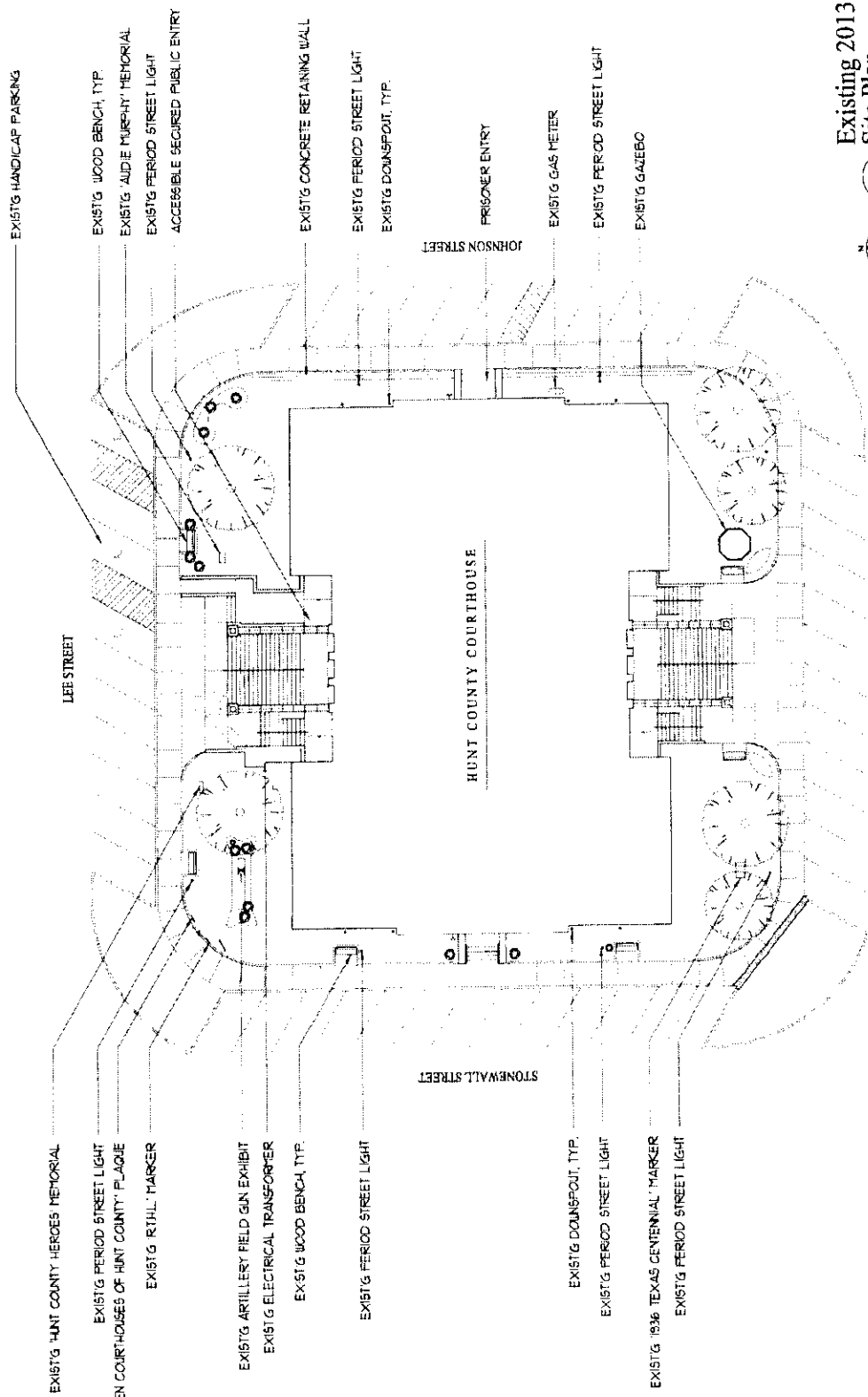
Scale: 1/8" = 1'-0"

1

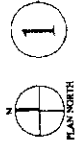
HUNT COUNTY COURTHOUSE
Orcuttville, Texas



ARCHITECTS



Existing 2013
Site Plan
Scale: 1/32" = 1'-0"



HUNT COUNTY COURTHOUSE
Greenville, Texas



ARCHITECTS

Scope of Work for Current Project
For the Hunt County Courthouse Stair Restoration Project

Scope of Services

Architectural/Engineering services: The county's project architect will provide comprehensive professional services associated the contract bidding, negotiation and construction administration. Also included in the scope of services are final revisions to the construction documents as determined by the Commission. Additional architectural services include preparation of the grant completion report. The project architect will coordinate and provide all documentation required by the grant manual.

Construction services: The County shall select a construction contractor or construction manager to execute the work in conformance with the plans and specifications approved by Commission and as reflected the Contract between the Owner and Contractor. The contractor will coordinate and provide all documentation required by the grant manual.

Project Philosophy and Description of Work

Hunt County is facing catastrophic failure of its two monumental exterior staircases. Courthouse security and accessibility requires that the building be entered at the ground level beneath the north staircase. The doors below the south entry and at the historic primary entries on the first floor are used for emergency egress only. Settling of the foundations and related cracking has allowed moisture infiltration to corrode ferrous metals within the stair structures including reinforcing steel within the concrete, and pins and fasteners supporting the terra cotta cladding. The south stair is now supported by shoring to prevent catastrophic failure and is so unsafe to have rendered related egress points unusable on both the ground and first levels. The north entry conditions are somewhat better but the stair exhibits the same underlying structural issues as the south and is expected to require shoring if not corrected. Entry and egress points associated with the north stair remain functional, but the capacity of the north stair to support significant loading is of concern and differential movement has left the first level landing uneven.

The work proposed for the monumental stairs includes the stabilization of the stair structures as well as restoration of the exterior cladding and stair components back to their original appearance. This scope includes the removal of terra cotta facing units on both sides of the openings under the stairs and replacement of steel support angles and plates and includes new flashings. Severely damaged terra cotta units will be replaced with new units matching the historic in materials, dimension, color and finish. Minor damage to terra cotta units will include appropriate patch repairs with an epoxy glaze to match the original. Delaminated terra cotta surfaces will also be addressed with appropriate patch repairs. Weeps will be provided at base of vertical joints. At the stair and landing surfaces, the contractor will carefully remove existing stone steps, tile at landings and underlying mortar bed. Concrete structure will be inspected and repaired or replaced where required. Spalls, cracks and delamination on top surface of concrete

Easement - Attachment C
Scope of Work for Current Project
Hunt County

will be repaired prior to application of new waterproofing membrane. Once membrane is installed, new tile that closely matches historic tile at west entry will be provided at landing locations. Stone stair treads will be flipped over and re-used. Joints on stair and sidewalls will be repointed with mortar that closely matches historic as well as flexible joint sealants at specific locations. At the underside of the stair landings, plaster ceiling surfaces will be replaced to accommodate concrete deck replacement / repairs. Under the stair structure, steel tube and ledger angles will be cleaned re-coated prior to re-grouting as well as any deteriorated steel lintels framing door openings. Underpinning will be performed on the support structure at the south stair. Damaged concrete sidewalks will also be replaced. New handrails and matching guardrail components will be added to comply with building code and T.A.S. requirements.

The proposed project will correct structural failures, provide new support materials to the terra cotta cladding, and result in fully restored functional staircases. Underpinning of the stairs and adjacent courthouse walls (if accepted) will mitigate additional structural movement to prevent future moisture infiltration. The courthouse will have safe and fully-functional entry and egress points at the ground and first floor levels.

The proposed project is in conformance with the courthouse master plan which calls for the complete rehabilitation of the courthouse according to the Secretary of the Interior's Standards. The master plan includes a phasing plan which addresses most critical items first and Phase I work involves repair of the north and south staircases. The work is consistent with the goals of the master plan in that it preserves existing historic fabric, and restores and preserves a portion of the historic exterior design. The restoration of the stairs is to be performed in a manner that is comparable to the original design, materials and workmanship.

The 95% complete construction documents for the above scope of work have been reviewed and approved by the Texas Historical Commission.

FILED FOR RECORD
at 11:45 o'clock A M

SEP 17 2014

JENNIFER LINDENZWEIG
By County Clerk, Hunt County, Tex.

RESOLUTION # 13,214

A RESOLUTION OF THE COMMISSIONERS COURT OF HUNT COUNTY TEXAS IN SUPPORT OF THE DESIGNATING OF HIGHWAY 24/50 FROM I-30 AT THE 101 MILE MARKER TO THE NORTHERN CITY LIMITS OF COMMERCE AT HIGHWAY 11 AS THE "FLYING TIGER MEMORIAL HIGHWAY".

WHEREAS, the Hunt County Commissioners Court has been approached regarding designating a certain section of Highway 24 in honor of General Claire Chennault, born in Commerce, Texas, as the "Flying Tiger Memorial Highway"; and

WHEREAS, General Claire Chennault, who was born in Commerce, organized the Flying Tigers which were a group of American pilots and aircraft maintenance personnel who volunteered before World War II to help the Chinese government defend against Japanese bombing attacks; and

WHEREAS, the Hunt County Commissioners Court hereby supports in mind and in spirit the designation of certain section of Highway 24 as the "Flying Tiger Memorial Highway".

NOW, THEREFORE, BE IT RESOLVED that the Hunt County Commissioners Court be authorized to execute this resolution.

APPROVED AND ADOPTED by the Commissioners Court of Hunt County, Texas, this 24th day of June, 2014.

[Signature]

Judge John L. Horn

[Signature]

Commissioner Eric Evans

[Signature]

Commissioner Jay Atkins

[Signature]

Commissioner Phillip Martin

[Signature]

Commissioner Jim Latham



Attest: *[Signature]* County Clerk