

The Honorable Commissioners' Court met on Monday, April 8, 1940, with all members present, to-wit:

O. A. Beauchamp, County Judge.

D. E. Speights, Com'r. Pre. 1.

J. T. Ener, Com'r. Pre. 2.

G. E. Carter, Com'r. Pre. 3.

A. L. Harvill, Com'r. Pre. 4.

Geo. W. Russell, Sheriff

J. O. Wright, Co. Clerk.

Accounts were allowed as shown in "Accounts Allowed".

The quarterly Report of County Treasuer, A. W. Peyton was approved.

It is ordered that \$225.16 be issued to First National Bank of San Augustine from R & B Special Fund for retirement of other script.

It is ordered by the Court that the Treasuere buy bond No. 12 of Road District 12 from the Grand Lodge Pythias of Texas at price of par flat for the sinking funds of County Wide road bonds.

The following Lease Agreement was entered into between McClure-Harris Co. and Sabine County:

LEASE AGREEMENT

This LEASE made this the 2 day of April, 1940, between McClure-Harris Company, of Tyler, Texas, and Precinct 3, Sabine County a quasi municipal corporation of the State of Texas, as Lessee, acting by and through its COMMISSIONER'S COURT pursuant to an order duly and regularly passed on the ___ day of April, 1940, witnesseth that:

Whereas, the Lessee requires the use of the following equipment: One second-hand WK

518-B

Tractor, Serial No. WK-7620 hereinafter referred to as Tractor for the purpose of building and maintaining roads; and whereas, there is now available, and will be available in said County's Road and Bridge Fund, monies which it may lawfully spend for leasing said Tractor.

1. Now therefore, the LESSOR in consideration of the payment of Two Hundred (\$200.00) Dollars in cash, and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Tractor for a minimum period commencing on the date of this LEASE and ending November 2, 1940, on the following terms:

Rental at the rate of \$200.00 per month, payment in advance on the 2nd day of each month.

2. The LESSEE acknowledges receipt of above desired Tractor, in good order and new condition and upon the expiration to the terms of this lease, (in the event the option hereinafter referred to has not been exercised) or upon the prior termination of this lease, the LESSOR shall be entitled to the immediate possession of said Tractor and the LESSEE shall thereupon deliver said Tractor to the LESSOR at Tyler, Texas, in good order and condition, ordinary wear and tear thereof excepted;

3. THE LESSEE shall have the right to make any reasonable and lawful use of said Tractor, and shall take reasonable and proper care thereof, and at its own expense make all necessary repairs and replacements. In the event of any default by the LESSEE in the payment of rent, or otherwise, this LEASE shall terminate at the option of the LESSOR.

4. The LESSOR hereby gives the LESSEE the option to purchase said Tractor in its then condition, at any time during the terms of this LEASE (or within any extension or renewal thereof) or within five days thereafter for the purchase price of \$1850.00 to be paid in cash or legally issued County warrants plus 6% per annum interest on the amount from the date of this LEASE until such purchase price have been paid, from which total amount shall be deducted rentals theretofore paid. In the event said option of purchase is exercised, however, all rentals theretofore paid shall be deducted therefrom as of the dates such rental installments were paid. In the event the payments are not paid at maturity they shall bear six percent per annum interest until paid.

5. The LESSOR hereby gives the LESSEE the option to renew or extend this LEASE at any time during the term thereof, or within five days thereafter, and upon the same terms and condition as herein stipulated, said renewal or extension, if any, to be endorsed upon this LEASE and signed by both parties thereof:

6. It is hereby expressly understood and agreed that the LESSOR shall not in any case, or under any circumstances, be held liable for any loss or damage, or claims for loss or damage, of any kind or character whatsoever, to persons or property, or otherwise, arising from, or in any manner connected with the use or operation of said Tractor and any and all loss or damage, and claims for loss or damage, are hereby specifically waived by the Lessee.

7. It is expressly agreed and understood that this LEASE does not obligate the LESSEE to purchase said Tractor or to renew this LEASE. It is further expressly agreed and understood that if in the future the LESSEE avails itself of the option either to renew this LEASE or to purchase said Tractor, as herein provided, it will do so only upon the condition that at the time of exercising said option or renewing this LEASE it either has available for said purpose monies currently available which it will then be lawfully entitled to expend or is lawfully entitled to incur the necessary liability for the rental or the payment of the purchase price.

8. Any notice that either party desires to give to the other shall be in writing and forwarded by registered mail to the last known address of the other party:

9. This LEASE is executed in triplicate, a copy of which LESSEE hereby acknowledges having received.

McClure-Harris Company, Lessor

By: D. M. McClure
PRECT. 3, SABINE COUNTY, LESSEE

BY: O. A. Beauchamp, County Judge
Drayton Speights, Commr. Prect. #1.
J. T. Ener, Commr. Prect. #2.
G. B. Carter, Commr. Prect. #3.
A. L. Harvill, Commr. Prect. #4.

ATTEST: J. O. Wright, County Clerk:

STATE OF TEXAS #

COUNTY OF SABINE # I, J. O. Wright, County Clerk in and for Sabine County, Texas, do here-
by certify that the above and foregoing is true and correct copy of the LEASE AGREEMENT entered
into this date by and between McCLURE-HARRIS COMPANY, as LESSOR and SABINE COUNTY, TEXAS, as
LESSEE, as the same appears of record in Vol. N Page _____, of the COMMISSIONERS' COURT
MINUTES of Sabine County, Texas.

Given under my hand and seal of office, this, the 8 day of April, 1940, A. D.

(L. S.)

J. O. Wright, County Clerk, Sabine County,
Texas.

This being all the business, Court adjourned.

J. O. Wright
Clerk of the Court.

Judge.
D. P. Speights
Com'r. Pre. 1.
Com'r. Pre. 2.
Com'r. Pre. 3.
Com'r. Pre. 4.