

Commissioners' Court met on Friday, June 14, 1940, in special session, with all members present, to-wit:

O. A. Beauchamp, Judge.

D. B. 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".

It is ordered that R. & B. Special warrant No. 4995 Register No. 3982 amount \$1443.50 be cancelled and two warrants on the same fund be issued in lieu thereof, one amount \$850.00 and one \$593.50.

It is ordered by the Court that 50% of the balance in the Federal Forest Fund be transferred to the Public Health Fund.

"LEASE AGREEMENT"

This LEASE made this the 10 day of June 1940, between McClure-Harris Company of Tyler, Texas, and Precinct 1, Sabine County, a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONERS' COURT pursuant to an order duly and regularly passed on the 10 day of June, 1940, witnesseth that:

Whereas, the LESSEE requires the use of the following equipment: One second-hand Allis-Chalmers WK tractor, Serial No. WK-6155 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 One Hundred Fifty and No/100 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 September 13th 1941, on the following terms:

Rental at the rate of \$150.00 per month, to be paid in advance on the 13th 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 \$1500.00 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 conditions 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  
Sabine County, Lessee

by: U. A. Beauchamp, County Judge

D. B. Peights, Commr. Prect. # 1.

J. T. Ener, Commr. Prect. # 2.

G. E. 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 Shelby County, Texas, do hereby 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 528 of the COMMISSIONERS' COURT MINUTES OF Sabine County, Texas

Given under my hand and seal of office this the 14 day of June, 1940, A. D.

(L. S.)

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

"LEASE AGREEMENT"

This LEASE made this the 10 day of June, 1940, between McClure-Harris Company of Tyler, Texas, and Prect. 2, Sabine County, a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONERS' COURT pursuant to an order duly and regularly passed on the 10 day of June, 1940, witnesseth that:

Whereas, the LESSEE required the use of the following equipment: One second-hand Allis-

Chalmers WK Tractor, Serial No. 4810 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 Five Hundred and No/100 (\$500.00) 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....., on the following terms:

\$500.00 - cash on delivery:

500.00 - due May 1st, 1941

500.00 - due May 1st, 1942

With 6% interest from June 10, 1940

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 \$1500.00 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

Sabine County, LESSEE  
BY: O. A. Beauchamp, County Judge.

D. B. Speights, Commr. Prect. #1.

J. T. Ener, Commr. Prect. #2.

G. B. Carter, Commr. Prect. #3.

A. L. Harvill, 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 hereby 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 529, of the COMMISSIONERS' COURT MINUTES of Sabine County, Texas.

Given under my hand and seal of office, this, the 14 day of June, 1940, A. D.

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

(L. S.)

This being all the business, Court adjourned.

County Judge.

*D. B. Speights*  
Com'r. Prect. #1.

Com'r. Prect. #2.

Com'r. Prect. #3.

Com'r. Prect. #4.

*J. O. Wright*  
Clerk of the Court.