

The Honorable Commissioners Court of Sabine County, Texas, met in regular session on Feby. 23, 1959, at the office of the County Judge, in Hemphill, Texas, with all members of the Court present, towit: O. A. Beauchamp, Co. Judge, H. W. Wright, Commr. Prec. #1, W. T. Love, Commr. Prec. #2, Paul Lout, Commr. Prec. #3, Earl Smith, Commr. Prec. #4, and Kyle D. Walker, Clerk of the Court.

Accounts were allowed as are shown by the Minutes of Accounts Allowed.

The Bid for County Depository for 1959 and 1960, submitted by the First State Bank, Hemphill, Texas, was accepted by the Court.

The following named persons were appointed by the Court as Election Judges for 1959:

D. B. Speights	Hemphill	Prec. #1
Jesse D. Warden	Fairdale	" #2
Theo Bell	Brookeland	" #3
Pole Mason	Milam	" #4
G. E. Arnold	Sexton	" #5
Mrs. Alton Roberts	Rosevins	" #6
Josh Smith	Yellowpine	" #7
J. L. Harris	Geneva	" #8
E. E. Marshburn	Bronson	" #9
Mrs. Ethel Greer	Isla	" #10
John Lindsey	Pineland	" #11
A. B. Clark	Fairmount	" #12-
Ernest Rice	Bayou	" #13
Bill Ferguson	Sabinetown	" #14
Ted White	Strickland Chapel	" #15
Henry Conn	Gravel Hill	" #16
Mrs. I. J. Berryman	Time	" #17
W. W. Cavender	Low's Chapel	" #18

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LEASE AGREEMENT

THIS LEASE, made this the 23 day of February, 1959, between Bill Ward Machinery Company of Longview, Texas, hereinafter known as LESSOR, and Sabine County Precinct #2, 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 23 day of February, 1959, witnesseth that:

Whereas, the Lessee requires the use of the following equipment:

One LeTourneau-Westinghouse Adams Motor Grader Model 330 Serial Number 33-GM-1642 hereinafter referred to as _____ for the purpose of building and maintaining roads; and whereas, there is now available, and will be available insaid County's Road and Bridge Fund, monies which it may lawfully spend for leasing said Motor Grader

1. Now therefore, the LESSOR in consideration of the payment of \$14,800.00 & 1 A/C MG Model BD3 S/N and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Motor Grader for a minimum period commencing on the date of this LEASE and ending _____ on the following terms:

1. \$1,800.00 Cash
2. \$3,000.00 Dec. 23, 1959.
3. \$3,000.00 Dec. 23, 1960
4. \$3,000.00 Dec. 23, 1961
5. \$4,000.00 Dec. 23, 1962

2. The LESSEE acknowledges receipt of above desired Motor Grader, in good order and new condition and upon the expiration of 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 Motor Grader and the LESSEE shall thereupon deliver said Motor Grader to the LESSOR at Sabine County, 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 Motor Grader and shall take reasonable and proper care thereof, and at its own pxpense 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 in purchase said Motor Grader 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 \$14,800.00 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 has 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 Motor Grader 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 Motor Grader 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 Motor Grader 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.

Bill Ward Machinery Company, LESSOR
By: W. B. Ward,

H. W. Wright
Commissioner, Precinct No. 1

LESSEE

By: O. A. Beauchamp
County Judge

W. T. Love
Commissioner, Precinct No. 2

ATTEST: Kyle D. Walker
County Clerk

Paul Lout
Commissioner, Precinct No. 3

Earl Smith
Commissioner, Precinct No. 4

STATE OF TEXAS |

COUNTY OF SABINE | I, Kyle D. Walker, County Clerk in and for Sabine County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the LEASE AGREEMENT entered into this date by and between W. B. Ward, as LESSOR, and Sabine County, Texas, as Lessee, and the same appears of record in Vol. 0, Page 559, of the COMMISSIONERS' COURT MINUTES of Sabine County, Texas.

Given under my hand and seal of office, this, the 23 day of Feb, 1959. A. D.

Kyle D. Walker, County Clerk,

(Seal)

Sabine County, Texas.

LEASE AGREEMENT

THIS LEASE, made this the 23 day of February, 1959, between Bill Ward Machinery Company of Longview, Texas, hereinafter known as LESSOR, and Sabine County, Precinct #4 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 23 day of February 1959, witnesseth that:

Whereas, the LESSEE requires the use of the following equipment:

One LeTourneau-Westinghouse Adams Motor Grader Model 330

Serial Number 33-GM-1941

hereinafter referred to as Motor Grader 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 Motor Grader.

1. Now therefore, the LESSOR in consideration of the payment of \$14,800.00 & 1 Adams MG 312 S/N 2693 and payment of lease installments hereinafter reserved, hereby leases to Lessee, said Motor Grader for a minimum period commencing on the date of this LEASE and ending on the following terms:

1. \$1,800.00 Cash
2. \$3,000.00 Dec. 23, 1959
3. \$3,000.00 Dec. 23, 1960
4. \$3,000.00 Dec. 23, 1961
5. \$4,000.00 Dec. 23, 1962

2. The LESSEE acknowledges receipt of above desired Motor Grader, in good order and new condition and upon the expiration of 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 Motor Grader and the LESSEE

shall thereupon deliver said Motor Grader to the Lessor at Sabine County, 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 Motor Grader 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 Motor Grader 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 \$14,800.00 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 has 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 Motor Grader 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 Motor Grader 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 Motor Grader 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.

Bill Ward Machinery Company - LESSOR

By: H. B. Ward

By: O. A. Beauchamp
County Judge

Lessee

H. W. Wright
Commissioner Precinct No. 1
W. T. Love,
Commissioner Precinct No. 2
Paul Lout,
Commissioner Precinct No. 3
Earl Smith,
Commissioner Precinct No. 4

State of Texas |

County of Sabine | I, Kyle D. Walker, County Clerk in and for Sabine County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the LEASE AGREEMENT entered into this date by and between H. B. Ward, as LESSOR, and Sabine County, Texas, as LESSEE. And the same appears of record in Vol. O, Page 559, of the COMMISSIONER'S COURT MINUTES of Sabine County, Texas.

Given under my hand and seal of office, this the 23 day of Feby. 1959. A. D.

Kyle D. Walker, County Clerk,

Sabine County, Texas.

(Seal)

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There being no further business, Court adjourned.

J. W. Beauchamp
County Judge, Sabine Co.

H. W. Wright
Commissioner Prec. #1

J. T. Loyal
Commissioner Prec. #2

Paul Lout
Commissioner Prec. #3

Sam Smith
Commissioner Prec. #4

Attest: [Signature]
Clerk of the Court