

THE HONORABLE COMMISSIONERS Court of Sabine County, Texas, met in regular session in the office of the County Judge, in Hemphill, on April 13, 1959, with all members of the Court present, to-wit: O. A. Beauchamp, County Judge, H. W. Wright, Commr. Prect. #1, W. T. Love, Commr. Prect. #2, Paul Lout, Commr. Prect. #3, and Earl Smith, Commr. Prect. #4.

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

LEASE AGREEMENT

THIS LEASE, made this the 13 day of April, 1959, between Bill Ward Machinery Company of Longview, Texas, hereinafter known as LESSOR, and Sabine County Precinct #3 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 13 day of April, 1959, witnesseth that:

Whereas, the LESSEE requires the use of the following equipment; One LeTourneau-Westinghouse Adams Motor Grader Model 440, Serial No. 44-GM-3070 One used Allis-Chalmers Motor Grader Model BD3, Serial No. _____

hereinafter referred to as Motor Graders 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 Graders

1. Now therefore, the LESSOR in consideration of the payment of \$19,500.00 & 1 Adams 312 MG Ser. No. 2693 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Motor Graders for a minimum period commencing on the date of this LEASE AND ending _____, on the following terms:

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1. \$2,500.00 Cash
2. \$3,750.00 Nov. 13, 1959
3. \$3,750.00 Nov. 13, 1960
4. \$3,750.00 Nov. 13, 1961
5. \$3,750.00 Nov. 13, 1962
6. \$2,000.00 Nov. 13, 1963

2. The LESSEE acknowledges receipt of above desired Motor Graders, 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 Graders and the LESSEE shall thereupon deliver said Motor Graders 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 Graders 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 Graders 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 \$19,500.00 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 Graders 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 Graders 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 Graders 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 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
LESSEE

By: O. A. Beauchamp, County Judge.

ATTEST: Kyle D. Walker, County Clerk

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

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STATE OF TEXAS |

COUNTY OF SABINE | This is to certify that the following is a true and correct copy of the original as the same appears in the records of the County Clerk of Sabine County, Texas, to-wit: _____

It is deeply regretted by this Court that it is necessary to relieve Mr. Joe Edd Marshburn as Veterans County Service officer of Sabine County because he is unable to perform his duties because of the severity of his disability at this time. He was appointed Veterans County Service Officer in Sept. 1949 and did an excellent job until he became ill in June 1957, but has not been able to carry out his duties because of the severity of his disability and prolonged periods of hospitalization since that time (June 1957). The Court agrees to pay his salary for 15 days of April, 1959.

It was unanimously agreed by the Court to appoint O. P. Pate as County Service Officer, on the recommendation of the Hemphill American Legion Post.

The Court ordered the Co. Treasurer to take 10% of the Registration Fees and set up a Right-Of-Way Fund.

After carefully canvassing the returns of the School Trustee Elections held in Bronson and Pineland on April 4th, 1959, we find the results as follows:

Bronson Independent School District

Mr. A. O. Wolfe	Received 76 Votes
Mr. Weldon King	Received 37 Votes
Mr. W.C. Wright	Received 3 Votes
Mr. T. C. Jones	Received 66 Votes
Mr. Roy L. White	Received 70 Votes
Mr. Roy Ford	Received 67 votes
Mr. E. C. Smith	Received 67 votes
Mr. Paul A. Harvey	Received 17 votes
Mr. S. H. (Doug) Jacks	Received 52 votes

PINELAND INDEPENDENT SCHOOL DISTRICT No. 3

Mr. B. C. Ener	Received 79 votes
Mr. J. B. Hayes	Received 76 votes
Mr. W. W. Barlow	Received 98 votes
Dr. Gordon W. Jones	Received 43 votes
Mr. E. E. McDonald	Received 122 votes
Mr. J.F. Whitehead	Received 30 votes

There being no further business, Court adjourned.

O. Beauchamp
County Judge

H. W. Wright
Commissioner Precinct #1

W. T. Lane
Commissioner Precinct #2

Paul Lout
Commissioner Precinct #3

Carl Smith
Commissioner Precinct #4

ATTEST: *Lyle Dunbar*
Clerk of the Court