

The Honorable Commissioner's Court of Sabine County, Texas, met in regular session on Sept. 14, 1959 at the regular meeting place of the Court in the office of the County Judge, Hemphill, Texas, with all members of the court present, to-wit: O. A. Beauchamp, Co. Judge, H. W. Wright, Commissioner 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.

BEHIT REMEMBERED that upon this the 14th day of September, 1959, came on to be heard, in open court, the matter pertaining to the pointing out of certain county roads which are claimed and maintained as such by Sabine County, Texas, in connection with the construction of the McGee Bend Reservoir, which designation and pointing out of such county roads is to be made upon and in connection with a certain map styled Relocation Sabine County Roads, said map bearing file: SN 136-3, such matter being in compliance with the request from the Corps of Engineers of the U.S. Army Engineer District of Fort Worth, Texas: that in compliance

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with such request and of the purposes so herein stated, H. W. Wright, County Commissioner of Precinct #1 Sabine County, Texas, is hereby authorized, empowered and designated to prepare and sign an instrument in writing pointing out and designating on such map aforesaid which will be attached hereto, those roads which are claimed and maintained as county roads that will be affected by the construction of the McGee Bend Reservoir.

That upon motion of W. T. Love, seconded by Earl Smith, all commissioners voting Yes, the foregoing order was passed and adopted as an official act of the Commissioners Court in and for said County and State aforesaid.

O. A. Beauchamp,
County Judge, Sabine County, Texas.

LEASE AGREEMENT

THIS LEASE, made this the 13 day of June, 1957, 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 June 1957, witnesseth that:

Whereas, the LESSEE requires the use of the following equipment: One A. C. front end loader, Model HD50, Serial No. 27601 hereinafter referred to as Front end loader 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 front end loader.

1. Now therefore, the LESSOR in consideration of the payment of \$2,423.99 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said front end loader for a minimum period commencing on the date of this LEASE and ending April 11, 1960, on the following terms: 1. \$2,423.99 due 4/11/60

2. The LESSEE acknowledges receipt of above desired loader, 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 front end loader and the LESSEE shall thereupon deliver said loader 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 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 loader 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 \$2,423.99 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 renewals 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 loader 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 loader at \$2,423.99 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 loader 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

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

Upon Motion by W. T. Love, and seconded by H. W. Wright, the Court voted unanimously to appoint Ollie Faye Sparks, as Deputy Tax-Assessor Collector.

The following official Bonds were filed with the Court and Approved by the Court:

Blan Greer, Sheriff, Ella Bernice Travis, Tax Assessor-Collector and Ollie Faye Sparks, Deputy, Tax-Assessor Collector.

The Salary of Ollie Faye Sparks is set at \$213.75 per month.

The Oath of Office was administered to Blan Greer, Ella Bernice Travis, and Ollie Faye Sparks.

It is the order of the Court that the County Treasurer transfer one Thousand Dollars from Road District No. 5 to General Emergency Fund.

There being no further business Court Adjourned.

Attest: Kyle D. Walker
Clerk of the Court.

County Judge

H. W. Wright
Commissioner Precinct #1

W. T. Love
Commissioner Precinct #2

Paul Lout
Commissioner Precinct #3

Earl Smith
Commissioner Precinct #4