
THE STATE OF TEXAS

COUNTY OF SABINE

On this the 25th day of April, 1966, the Commissioners' Court of Sabine County, Texas, convened in regular session at the regular meeting place thereof with the following members and officers present, to-wit:

O. A. Beauchamp	County Judge
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
W. W. Cavender	Clerk of the Court

By unanimous consent of all members the Court approved the application and agreement for U. S. Commodities and authorized the County Judge to sign the necessary papers and the County Clerk is ordered to send a certified check in the amount of \$360.00 to Texas State Dept. of Public Welfare for the county commodity assessment.

Upon a motion by Commissioner Henry Wright and seconded by Commissioner W. T. Love, with all members voting "Aye", the Court approved the following, to-wit:

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LEASE AGREEMENT

THIS LEASE made this the 12th day of April 1966 between George P. Bane, Inc. hereinafter known as LESSOR, and 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 14th day of April 1966

Whereas, the LESSEE requires the use of the following equipment: Used Allis-Chalmers Model HD6G Crawlers Loader No. 10000

hereinafter referred to as 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 Loader

1. Now therefore, the LESSOR in consideration of the payment of Trade-in and \$5,300.00 and payment of lease installments hereinafter reserved, hereby leases to LESSEE said Loader for a minimum period commencing on the date of this LEASE and ending Dec 12, 1966, on the following terms:

- 1. \$5,300.00 Due December 12, 1966
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2. The LESSEE acknowledges receipt of above described 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 Loader and the LESSEE shall thereupon deliver said Loader 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 Loader 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 term of this LEASE (or within any extension or renewal hereof) or within five days thereafter for the purchase price of \$11,000.00 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 thereto.

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 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.

George P. Bane, Inc. LESSOR
By [Signature]
Sabine County LESSEE
By [Signature]
ATTEST [Signature]
County Clerk

STATE OF TEXAS
COUNTY OF [Signature]
County Clerk in and for [Signature]
I hereby certify that the above is a true and correct copy of the LEASE AGREEMENT entered into and between [Signature] and [Signature] and the same appears as of record in the minutes of the COMMISSIONER'S COURT MINUTES of [Signature] on the 14th day of April 1966.

All accounts were allowed and made payable.
There being no further business, the Court adjourned.

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O. B. Beauchamp
COUNTY JUDGE

H. W. Wright
COMMISSIONER, PRECINCT NO. 1

J. P. Lane
COMMISSIONER, PRECINCT NO. 2

Paul Lout
COMMISSIONER, PRECINCT NO. 3

Carl Smith
COMMISSIONER, PRECINCT NO. 4

J. D. [unclear]
CLERK OF THE COURT