

COUNTY OF SABINE

On this the 14th day of August, 1978, the Honorable Commissioners' Court met in regular session with the following present, to-wit:

W. T. Love	County Judge
R. E. Smith	Commissioner, Precinct No. 1
G. W. Russell, Jr.	Commissioner, Precinct No. 2
Eldridge Ellison	Commissioner, Precinct No. 3
Jimmy Vickers	Commissioner, Precinct No. 4
Minnie Gooch	Clerk of the Court

Wally Kittman appeared before the court with a petition to call an Election for August 19th to place Sabine County under the REGulatory Game Law. Motion by Commissioner G. W. Russell, Jr. seconded by Commissioner R. E. Smith and by unanimous consent the Court denied the petition.

Upon recommendation of Minnie Gooch, County and District Clerk, a motion was made by Commissioner G. W. Russell, Jr. seconded by Commissioner R. E. Smith and by unanimous consent Sandra Faye Easley was hired as Deputy County and District Clerk effective August 1, 1978 at a salary of \$463.32 per month.

Motion by Commissioner G. W. Russell, Jr. seconded by Commissioner Eldridge Ellison and with all voting "Aye" the court hired Billy Ray Horton as Deputy Sheriff effective August 15th at a salary of \$695.75 and expense of \$300.00

Moti Motion by Commissioner R. E. Smith seconded by Commissioner G. W. Russell, Jr. and with all voting "Aye" the court directed that a letter be written asking Governor Briscoe to be declared a disaster relief County in order to be eligible for low interest Federal Loans to farmers.

The following lease agreement was approved and signed by the Court  
attached to these minutes and marked as "Exhibit A".

\_\_\_\_\_  
COUNTY JUDGE

R. E. Smith  
COMMISSIONER, PRECINCT NO. 1

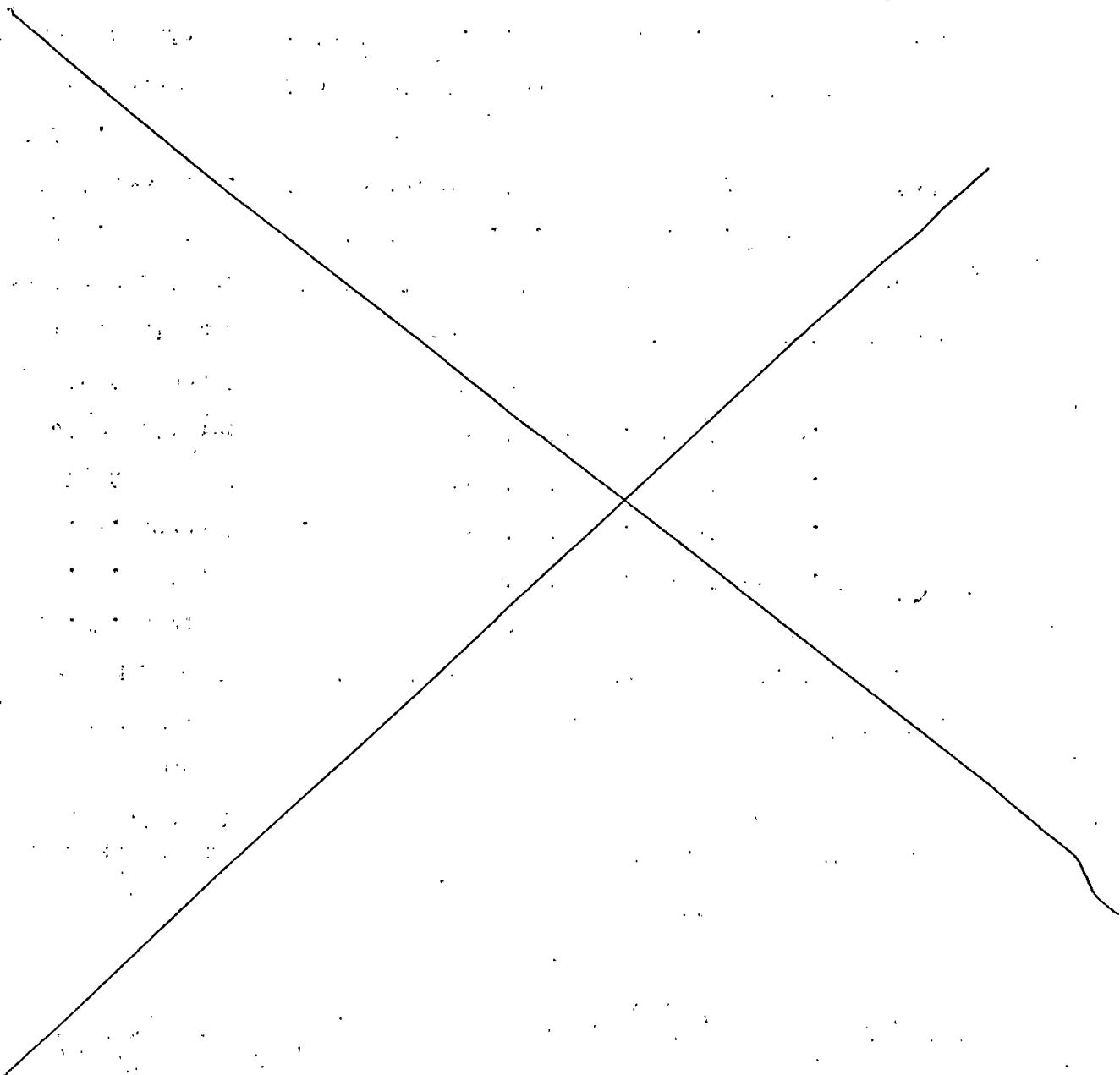
E. Ellison  
COMMISSIONER, PRECINCT NO. 3

G. W. Russell  
COMMISSIONER, PRECINCT NO. 2

Wick  
COMMISSIONER, PRECINCT NO. 4

W. P. Brown  
CLERK OF THE COURT

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# LEASE AGREEMENT

THIS LEASE, made this the 10th day of July, 1978,  
between George P. Bane, Inc. of Tyler, 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 10th day of July, 1978, witnesseth that:

Whereas, the LESSEE requires the use of the following equipment:  
Used Allis-Chalmers HD6G Loader S/N 14103

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 tradein of A-C HD6G Loader  
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 \_\_\_\_\_, on the following terms:

1. <u>\$4,125.00 due July 10, 1978</u>	13. _____	19. _____
2. <u>\$4,125.00 due July 10, 1979</u>	14. _____	20. _____
3. _____	15. _____	21. _____
4. _____	16. _____	22. _____
5. _____	17. _____	23. _____
6. _____	18. _____	24. _____

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 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 ex-  
cepted.

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 terms of this LEASE (or within any extension or renewal thereof) or within five  
days thereafter for the purchase price of \$8,250.00 to be paid in cash or legally issued County Warrants plus 7%  
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 thereto-  
fore 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 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 SABINE COUNTY PRECINCT #3 LESSEE

By M. T. Long County Judge

ATTEST: Minnie Gooch County Clerk

STATE OF TEXAS

COUNTY OF SABINE

I, MINNIE GOOCH, 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 George P. Bane, Inc. as LESSOR, and Sabine County, Texas,  
as LESSEE, and the same appears of record in Vol. Q, Page 234, of the COMMISSIONERS' COURT MINUTES of  
Sabine County, Texas.

Given under my hand and seal of office, this, the 14th day of August, 1978 A. D.

Minnie Gooch

Sabine  
County Clerk, Sabine County, Texas

Exhibit "A"

W. P. Love  
COUNTY JUDGE

R. E. Smith  
COMMISSIONER, PRECINCT NO. 1

E. Wilson  
COMMISSIONER, PRECINCT NO. 3

B. W. Russell  
COMMISSIONER, PRECINCT NO. 2

J. H. [unclear]  
COMMISSIONER, PRECINCT NO. 4

Minnie Gosh  
CLERK OF THE COURT