

August 23, 1962

Commissioners Court met in special session with all members present. Following business conducted, Bryant Holmes made motion that Upshur County purchase ROW on Hwy 271 North as presented by Hwy Dept and that individual be hired as ROW buyer- no second

Jim Shockey made motion that Upshur County purchase ROW on Hwy 271 from Lily Creek south thru Bettie with ROW buyer be hired by court. Second by M L Langford, Shockey, Langford voted aye- Morris, Holmes, Parish voted no.

Horace Morris made motion that Upshur County purchase all ROW on Hwy 271 as presented by State Hwy Dept. To air condition Courthouse with individual window units and paint inside walls of courthouse. Second by Jim Shockey. Morris-Shockey voted Aye. Holmes, Langford, Parish voted No.

Bryant Holmes made motion that Upshur Co. purchase all ROW on Hwy 271 north as presented by State Hwy Dept. Purchase to be financed by time warrants refunding original Hwy 271 ROW Warrants. Second by Horace Morris. Holmes, Morris voted Aye- Shockey, Langford, Parish voted No.

Bryant Holmes made motion that Upshur County repair plaster on inside walls of Courthouse and paint said walls, Second by Horace Morris- All voted AYE.

Horace Morris made motion to air condition the courthouse with individual window units, second by Jim Shockey. Morris, Shockey voted AYE, Langford, Holmes voted NO. County Judge abstained from voting until survey made of operational cost of units.

W. K. Parish
Jim Shockey
M L Langford
Horace Morris

10-17-62

Commissioners Court met in Special session. All members present. Motion made, seconded and carried to accept resignation of Dr. J G Daniels as director of Health Unit. Motion made, seconded and carried to accept recommendation to Upshur County Medical Society to appoint Dr. Norman McClelland Temporary Director of Health Unit effective Oct 24, 1962 at salary of \$300.00 per month.

Welby K Parish
Jim Shockey
M. L. Langford
Horace Morris

LEASE AGREEMENT

THIS LEASE, made this the 2nd day of November, 1962, between W. W. Wise Trustee of Box 297, Tyler, Texas, hereinafter known as LESSOR, and Upshur County Pot. No. 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 2nd day of November, 1962, witnesseth that

Whereas, the LESSEE requires the use of the following equipment
Used Caterpillar No. 12 Motor Grader Serial No. 7005782

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 \$11,000.00 + 1 - AC-AD40 Motor Grader 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 September 2, 1964, on the following terms

1	12/2/62	500.00	7	8/2/63	500.00	13	12/2/63	500.00	19	6/2/64	500.00
2	1/2/63	500.00	8	7/2/63	500.00	14	1/2/64	500.00	20	7/2/64	500.00
3	2/2/63	500.00	9	8/2/63	500.00	15	2/2/64	500.00	21	8/2/64	500.00
4	3/2/63	500.00	10	9/2/63	500.00	16	3/2/64	500.00	22	9/2/64	500.00
5	4/2/63	500.00	11	10/2/63	500.00	17	4/2/64	500.00	23		
6	5/2/63	500.00	12	11/2/63	500.00	18	5/2/64	500.00	24		

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 Tyler, Texas, 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 term of this LEASE (or within any extension or renewal thereof) 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 Interest paid semi-annually

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

W. W. Wise Trustee LESSOR
 By J. W. Shover Commissioner Precinct No 1
W. W. Wise Trustee LESSEE
 By W. W. Wise Trustee County Judge
 Attest Milton Langford Commissioner Precinct No 2
W. W. Wise Trustee County Clerk
W. W. Wise Trustee Commissioner Precinct No 4

STATE OF TEXAS
 COUNTY OF Upshur
 I, O. W. Loyd, County Clerk in and for Upshur 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 W. W. Wise Trustee, as LESSOR, and Upshur County, Texas, as LESSEE, and the same appears of record in Vol 13, Page 2, of the COMMISSIONERS' COURT MINUTES OF Upshur County, Texas

Given under my hand and seal of office, this, the 7 day of Nov., 1962 A D
O. W. Loyd
 County Clerk Upshur County Texas