



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

August 22, 1977

Commissioners Court met in Special Session with Bernice Nobles, Charles Still, Floyd Drennon and Judge Everett Dean present.

Judge Dean read the minutes of the August 15, 1977 meeting. Motion was made by Charles Still and seconded by Floyd Drennon to approve the minutes as read. Motion carried.

Motion was made by Floyd Drennon and seconded by Charles Still for the Department of Public Safety to buy a new radar unit with a trade-in of an old unit. Motion carried.

Motion was made by Charles Still and seconded by Floyd Drennon to approve the permit application of Southwestern Bell Telephone Company to place culvert on right-of-way of County Road, Juniper Road. Motion carried. (Copy attached)

Motion was made by Charles Still and seconded by Bernice Nobles to approve the unpaid bills. Motion carried.

Floyd Drennon made the motion to adjourn. Motion was seconded by Charles Still. Motion carried.

Everett Dean

Bernice Nobles

J W Meadows

Charles L Still

Floyd Drennon

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY
1977 AUG 29 PM 1:25

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY

PERMIT APPLICATION FOR 1977 AUG 29 PM 1:25
USE OF UPSHUR COUNTY RIGHT OF WAY

Date August 17, 1977

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

Formal notice is hereby given that Southwestern Bell Telephone Co.
whose principal address is 1114 Jaycee Drive
does propose to place a Gladewater, Texas 75647
within the ROW of County Road Off Hiway 80 front of Maybelle Gro.
as follows: *Jennifer Kord* Culvert to manhole

The location and description of the proposed lines or appertenances is more fully shown by three (3) copies of drawings attached to this application.

All work will be as directed by the County Commissioner or his designate in full accordance with Unshur County Road & Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after _____ day of _____, 19____.

FIRM: *Shirley W Stone*

TITLE: _____

ADDRESS: _____

*ap [unclear]
8.22.77*

LEASE AGREEMENT

THIS LEASE, made this the 13th day of July, 1977, between George P. Bane, Inc. of Tyler, Texas, hereinafter known as LESSOR, and Upshur County Precinct 2 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 13th day of July, 1977, witnesseth that:

Whereas, the LESSEE requires the use of the following equipment: One used Allis-Chalmers Model M-70 Motor Grader S/N 140

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 used A-C 45 Motor Grader S/N 1479 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, on the following terms:

Table with 3 columns: Payment amount and due date, and 3 empty columns for terms 13-24.

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, 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 terms of this LEASE (or within any extension or renewal thereof) or within five days thereafter for the purchase price of \$14,500.00 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 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.

GEORGE P. BANE, INC. LESSOR

By [Signature] President

UPSHUR COUNTY PRECINCT 2 LESSEE

By [Signature] County Judge

ATTEST: [Signature] County Clerk

Commissioners' Court signatures: Bernard Nobles (Precinct No 1), J.W. Meadows (Precinct No 2), Charles F. Still (Precinct No 3), David D. Cannon (Precinct No 4)

STATE OF TEXAS
COUNTY OF UPSHUR

I, J. B. Hill, Jr., 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 George P. Bane, Inc., as LESSOR, and Upshur County, Texas, as LESSEE, and the same appears of record in Vol. 17, Page 909, of the COMMISSIONERS' COURT MINUTES OF Upshur County, Texas.

Given under my hand and seal of office, this, the 22nd day of August, 1977 A. D.

[Signature] County Clerk, Upshur County, Texas