

REGULAR TERM- March 8, 1954

BE IT REMEMBERED That the Commissioners Court of Titus County, Texas, met in Regular Session at the Courthouse in Mt. Pleasant, Texas, with the following members present, to-wit:

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|----------------|-------------------------|
| Harry Taylor   | County Judge            |
| Hollie Banks   | Commissioner Precinct 1 |
| J. Q. Roper    | Commissioner Precinct 2 |
| Eugene Mankins | Commissioner Precinct 3 |
| J. R. Ponder   | Commissioner Precinct 4 |
| J. H. Rudd     | County Clerk            |

and the following proceedings were had, to-wit:

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IN THE MATTER OF LEASE AGREEMENT WITH MILLER-WARD MACHINERY COMPANY:

THIS LEASE, made this the 3rd day of March, 1954, between Miller-Ward Machinery Company of Tyler, Texas, hereinafter known as LESSOR, and Prec. 2, Titus County a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONERS' COURT pursuant to an order duly and regularly passed on the 8th day of March, 1954, witnesseth that:

Whereas, the LESSEE requires the use of the following equipment: One Allis-Chalmers Model HD5G Tractor, Serial No. 22017, Motor No. 2A-27119, Loader No. TS5-9112, complete with hour meter, hood side plates, counter weights & bucket teeth, hereinafter referred to as Tractor for the purpose of building and maintaining roads; and where, 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 Tractor,

1. Now therefore, the LESSOR in consideration of the payment of \$4,000.00 cash & MM Tractor & loader and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Tractor for a minimum period commencing on the date of this LEASE and ending November 15, 1954, on the following terms:

1. Model MM Tractor and loader taken in trade
2. \$4,000.00 cash payment
3. \$6,000.00 due November 15th, 1954

2. The LESSEE acknowledges receipt of above desired Tractor, in good order and new condition and upon the expiration to 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 Tractor and the LESSEE shall thereupon deliver said Tractor 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 Tractor 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 Tractor 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 \$10,000.00 to be paid in cash or legally issued County Warrants 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 Tractor and any and all loss or damage, and claims for loss or damage, are hereby specifically waived by the LESSOR.

7. It is expressly agreed and understood that this LEASE does not obligate the LESSEE to purchase said Tractor 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 Tractor 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.

Miller-Ward Machinery Company, Lessor.	/s/ Hollie Banks, Commissioner, Precinct 1
By /s/ W. B. Ward, Partner	/s/ J. Q. Roper, Commissioner, Precinct 2
Precinct 2, Titus County, LESSEE	/s/ Eugene Mankins, Commissioner, Precinct 3
By /s/ Harry Taylor, County Judge	/s/ J. R. Ponder, Commissioner, Precinct 4
ATTEST: /s/ J. H. Rudd, County Clerk	

STATE OF TEXAS |  
COUNTY OF TITUS |

I, J. H. Rudd, County Clerk in and for Titus 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 Miller-Ward Machinery Co., as LESSOR, and Titus County, Texas, as LESSEE, and the same appears of record in Vol. \_\_\_\_\_ Page \_\_\_\_\_, of the COMMISSIONERS' COURT MINUTES of Titus County, Texas.

Given under my hand and seal of office, this the 8 day of March, 1954 A. D.

J. H. Rudd, County Clerk, Titus County, Texas.

By Floyd Keith, Deputy.

REGULAR TERM - March 8, 1954

BE IT REMEMBERED That the Commissioners Court of Titus County, Texas, met in Regular Session at the Courthouse in Mt. Pleasant, Texas, with the following members present, to-wit:

Harry Taylor	County Judge
Hollie Banks	Commissioner Precinct 1
J. Q. Roper	Commissioner Precinct 2
Eugene Mankins	Commissioner Precinct 3
J. R. Ponder	Commissioner Precinct 4
J. H. Rudd	County Clerk

and the following proceedings were had, to-wit:

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 IN THE MATTER OF APPROVING MONTHLY ACCOUNTS:

Motion was made by Commissioner Banks and Seconded by Commissioner Ponder to approve the monthly accounts as same appear of record in Warrant Book No. 1. Motion carried.

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 IN THE MATTER OF APPROVING COUNTY TREASURER'S REPORT:

Motion was made by Commissioner Roper and Seconded by Commissioner Banks to approve the monthly report of Cecil Franklin, County Treasurer, for the month of February. Motion carried.

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 IN THE MATTER OF APPROVING OFFICERS MONTHLY EXPENSE ACCOUNTS:

Motion was made by Commissioner Mankins and Seconded by Commissioner Roper to approve the officers monthly expense accounts as follows:

Harry Taylor	County Judge	\$ 31.00
Grover Ard	Justice of the Peace	33.00
J. H. Rudd	County Clerk	447.17
Jimmie Barrett	Tax Assessor-Collector	773.33

Upon being put to a vote, said motion carried.

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 IN THE MATTER OF TRANSFERRING FUNDS:

Motion was made by Commissioner Ponder and Seconded by Commissioner Banks to transfer \$250.00 from each Road and Bridge Precinct into the Road and Bridge Fund. Motion carried.

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 IN THE MATTER OF TRANSFERRING FUNDS:

Motion was made by Commissioner Mankins and Seconded by Commissioner Roper to transfer from General County Fund \$250.00 to Peace Officers Fund. Motion carried.

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 IN THE MATTER OF ORDER DECLARING RESULT OF ELECTION:

THE STATE OF TEXAS |  
 COUNTY OF TITUS |

In the Commissioners Court of Titus County, Texas, at a regular term of said Court, on this 8th day of March, 1954, came on to be considered the returns of an election held in Old Union Common School District No. 12 of Titus County, Texas, on the 6th day of February, 1954, to determine the following:

PROPOSITION

"SHALL the Commissioners' Court of Titus County, Texas, be authorized to issue bonds of Old Union Common School District No. 12 of Titus County, Texas, to the amount of \$6,000.00 to become due and payable serially as follows:

\$200.00 in each of the years 1955 to 1969, inclusive;

\$300.00 in each of the years 1970 to 1979, inclusive;

bearing interest at a rate not to exceed 4% per annum, on the faith and credit of said School District, for the purpose of purchasing, constructing, repairing and equipping public free school building of other than wood material in said School District and the purchase of necessary sites therefor. And shall said Commissioners' Court be authorized to levy, assess and collect annually while said bonds, or any of them, are outstanding, a tax upon all taxable property in said School District sufficient to pay the current interest on said bonds and provide a sinking fund sufficient to pay the principal at maturity."

AND IT APPEARING AFFIRMATIVELY to the Court that said election was regularly ordered upon a proper petition therefor, and that notice thereof was regularly given for the time and in the manner provided by law, and that said election was regularly held as provided by law and by order therefor, and returns thereof duly made to this Court, and that 48 votes were cast at said election, of which number there were cast "FOR THE ISSUANCE OF BONDS AND THE LEVYING OF THE TAX IN PAYMENT THEREOF" 46 votes; and "AGAINST THE ISSUANCE OF BONDS AND THE LEVYING OF THE TAX IN PAYMENT THEREOF" 2 votes.

IT IS THEREFORE FOUND, DECLARED AND ORDERED BY THE COURT that the proposition of authorizing the issuance of \$8,000.00 Schoolhouse Bonds and levying a tax in payment thereof was carried by a majority vote of the property tax paying voters voting at said election, and that therefore this Court is authorized to issue such Bonds and to levy a tax in payment thereof and to cause the same to be assessed and collected.

The foregoing order having been read, it was moved by Commissioner Ponder and seconded by Commissioner Banks that it be passed; and upon the question being called, it was unanimously passed, Commissioners BANKS, ROPER, MANKINS and PONDER voting AYE; and no one voting NO.

/s/ Harry Taylor, County Judge

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IN THE MATTER OF ORDER DECLARING RESULT OF ELECTION:

THE STATE OF TEXAS |

COUNTY OF TITUS |

In the Commissioners Court of Titus County, Texas, at a regular term of said Court, on this 8th day of March, 1954, came on to be considered the returns of an election held in Midway Common School District No. 11 of Titus County, Texas, on the 13th day of February, 1954, to determine the following:

PROPOSITION

"SHALL the Commissioners' Court of Titus County, Texas, be authorized to issue bonds of Midway Common School District No. 11 of Titus County, Texas, to the amount of \$8,000.00 to become due and payable serially as follows:

\$200.00 in each of the years 1955 to 1969, inclusive;

\$300.00 in each of the years 1970 to 1979, inclusive;

bearing interest at a rate not to exceed 3½% per annum, on the faith and credit of said School District, for the purpose of purchasing, constructing, repairing and equipping public free school building of other than wood material in said School District and the purchase of necessary sites therefor. And shall said Commissioners' Court be authorized to levy, assess and collect annually while said bonds, or any of them, are outstanding, a tax upon all taxable property in said School District sufficient to pay the current interest on said bonds and provide a sinking fund sufficient to pay the principal at maturity."

AND IT APPEARING AFFIRMATIVELY to the Court that said election was regularly ordered upon a proper petition therefor, and that notice thereof was regularly given for the time and in the manner provided by law, and that said election was regularly held as provided by law and by order therefor, and returns thereof duly made to this Court, and that 34 votes were cast at said election, of which number there were cast "FOR THE ISSUANCE OF BONDS AND THE

LEVYING OF THE TAX IN PAYMENT THEREOF" 34 votes; and "AGAINST THE ISSUANCE OF BONDS AND THE LEVYING OF THE TAX IN PAYMENT THEREOF" 0 votes.

IT IS THEREFORE POUND, DECLARED AND ORDERED BY THE COURT that the proposition of authorizing the issuance of \$5,000.00 Schoolhouse Bonds and levying a tax in payment thereof was carried by a majority vote of the property tax paying voters voting at said election, and that therefore this Court is authorized to issue such Bonds and to levy a tax in payment thereof and to cause the same to be assessed and collected.

The foregoing order having been read, it was moved by Commissioner Ponder and Seconded by Commissioner Banks that it be passed; and upon the question being called, it was unanimously passed, Commissioners BANKS, ROPFF, MANKINS and PONDER voting AYE; and no one voting NO.

/s/ Harry Taylor, County Judge

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There being no further business before the Court, Motion was made by Commissioner Banks and Seconded by Commissioner Ponder to adjourn. Motion carried.  
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