

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:

IN THE MATTER OF APPROVING MONTHLY EXPENSE ACCOUNTS:

Motion was made by Commissioner Banks and seconded by Commissioner Mankins to approve officers monthly expense accounts as follows:

Harry Taylor, County Judge	\$12.75
Rev. Thomas, Justice Peace	322.22 <i>TR</i>
Wallace R. Fields, Tax Assessor	572.00
J.H. Rudd, County Clerk	410.78

Upon being put to a vote, said motion carried.

IN THE MATTER OF APPROVING MONTHLY REPORT OF COUNTY TREASURER:

Motion was made by Commissioner Roper and seconded by Commissioner Ponder to approve monthly report of County treasurer. Motion carried.

IN THE MATTER OF TRANSFERRING FUNDS:

Motion was made by Commissioner Mankins and seconded by Commissioner Banks to transfer \$300.00 from General County to Peace Officers Fund. Motion carried.

IN THE MATTER OF RAISING COMMISSIONERS SALARIES:

Motion was made by Commissioner Roper and seconded by Commissioner Ponder to raise Commissioners of Prec. 1, 2, 3, & 4, salary to \$3450. in accordance with House Bill #373, 64th Legislature, effective July 1, 1955. Motion carried.

IN THE MATTER OF RECESSING BOARD OF EQUALIZATION

BE IT REMEMBERED, that the Board of Equalization for Titus County, Texas, having been regularly convened AND BEING IN SESSION ON THIS THE 11 day of July, A D. 1955, the following order was upon motion of Commissioner Mankins duly seconded by Commissioner Ponder unanimously carried and adopted, to-wit:

There being no further business now necessary to be transacted by said Board of Equalization it is ordered that said Board do now recess until 10 o'clock A.M. the 8th day of August, A.D. 1955,

at which time said Board of Qualification will further resume the transaction of such business as may then come before it.

Harry Taylor, County Judge.

Titus County, 11 day of July, A.D. 1956.

 IN THE MATTER OF LEASE AGREEMENT

THIS LEASE made this the 20th day of June, 1955, between Crossland Machinery & Parts Co. of Tyler, Texas, hereinafter known as Lessor, and Titus County Pot. 1 and Pot. 4 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 11 day of July, 1955, witnesseth that:

WHEREAS, the LESSEE requires the use of the following equipment: One used Seaman Pulvimeter self propelled hereinafter referred to as Seaman 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 Seaman.

1. Now therefore, the LESSOR in consideration of the payment of \$1800.00 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said seaman for a minimum period commencing on the date of this LEASE and ending _____, on the following terms:

(1.) \$1000.00 due Nov. 15, 1955

(2.) \$1000.00 due May 1, 1956

2. The LESSEE acknowledges receipt of above desired seaman, 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 seaman and the LESSEE shall thereupon deliver said seaman 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 seaman 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 seaman 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 \$3600.00 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.

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 seaman 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 seaman 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 seaman 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.

CROSSLAND MACHINERY & PARTS CO. LESSOR

By James H. Crossland

TITUS COUNTY PCT #1 & PCT #4 LESSEE

By Harry Taylor, County Judge

Hollis Banks, Commissioner Precinct #1

J.Q. Roper, Commissioner Precinct #2

Eugene Mankins, Commissioner Precinct #3

J.R. Ponder, Commissioner, Precinct #4

ATTEST: J.H.Rudd, County Clerk