

THE STATE OF TEXAS

COUNTY OF TITUS

LEASE AGREEMENT:

On this the 9th day of June AD 1959 the County Commissioners Court of Titus, County, Texas, duly convened in Special Session at the regular meeting place thereof in the Court House at Mount Pleasant, Texas the following members being present and in attendance, to wit:

Harry Taylor
Hollie Banks
B. B. Burdick
Eugene Mankins
Dan Szymon

County Judge Presiding
Commissioner Preet No. 1
Commissioner Preet No. 2
Commissioner Preet No. 3
Commissioner Preet No. 4

The Following proceedings were had to wit:

LEASE AGREEMENT:

This lease made this the 9th day of June 1959 between Miller Machinery Company of Tyler, Texas, hereinafter known as Lessor, and Prec. 1, 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 9th day of June 1959, witnesseth that;

Whereas, the Lessee requires the use of the following equipment:

1-New Allis-Chalmers Model 145 Diesel Motor Grader, Std., Etc., 13; 00 X 24 Front & Rear Tires
Hour Meter and Power Steering, Serial # 111
hereinafter referred to as Motor 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 \$4,000.00 & 10 1/2 Gallon trade in 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 Oct 15th, 1960 on the following terms; 1 Model 10 1/2 Gallon #ND-18988 taken in trade.
2. Cash payment \$4,000.00
3. \$5,000.00 due May 15, 1960
4. \$5,000.00 due Oct 15, 1960

2. The Lessee acknowledged; 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 \$14,000.00 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.

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 leases hereby acknowledges having received.

MILLER MACHINERY COMPANY LESSOR

By J. Bryan Miller Pres.
 Prec 1, Titus County Lessee:
 By Harry Taylor County Judge.
 ATTEST: H. L. Bowden County Clerk.

Hollie Banks
 B. B. Hunnicutt
 Eugene Mankins
 Dan Bynum

Commissioner Prec # 1
 Commissioner Prec # 2
 Commissioner Prec # 3
 Commissioner Prec # 4

STATE OF TEXAS }
 COUNTY OF TITUS }

I, H. L. Bowden 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 Machinery Company as Lessor, and Prec # 1 Titus County, Texas, as Lessee, and the same appears of record in Vol 8 page 566 of the Commissioners Court Minutes of Titus County, Texas.

SEAL) GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 9th day of June 1959.

H. L. Bowden

County Clerk Titus County, Texas.

LEASE AGREEMENT

THIS LEASE, made this the 9th day of June between Miller Machinery Company of Tyler Texas, hereinafter known as Lessor, and Prec # 3, Titus County as 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 9th day of June 1959 witnesseth that:

Whereas, the Lessee requires the use of the following equipment:

1-New Allis-Chalmers 145 Diesel Motor Grader, Std. Mt. 13:00x24 Front & Rear Tires, Hour Meter, and Power Steering, Serial # 119

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 \$6,000.00 & 116 Gallon trade in 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 Oct 15, 1960 on the following terms;

1 Model 116 O'Gillon #MD -13136 taken in trade.

2. \$6,000.00 Cash payment
 3. \$5,000.00 due May 15, 1960
 4. \$5,000.00 due May 15, 1960

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 give 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 \$16,000.00 to be paid in cash or legally issued County Warrants plus $\frac{1}{2}\%$ 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 hereof.

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 of 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 MACHINERY COMPANY LESSOR
By J. Bryan Miller Pres.
Freet 3, Titus County LESSEE
By Harry Taylor, County Judge.
ATTEST: H. L. Bowden County Clerk

Hollie Banks Commissioner Freet # 1.
B. B. Runniouff Commissioner Freet # 2
Eugene Mankins Commissioner Freet # 3
Dan Bynum Commissioner Freet # 4

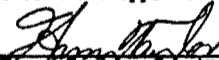
STATE OF TEXAS
COUNTY OF TITUS

I, H. L. Bowden 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 Machinery Company as lessor, and Freet 3 Titus County, Texas, as Lessee and the same appears of record in Vol 8 page 567 of the Commissioners Court Minutes of Titus County, Texas.

SEAL) GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of June AD 1959.

H. L. Bowden, County Clerk Titus County, Texas.

The above and foregoing minutes were read and approved this the 30th day of June, 1959.



Harry Taylor, County Judge, Titus County, Texas

ATTEST:



H. L. Bowden, County Clerk, Titus County, Texas