

BE IT REMEMBERED THAT THE COMMISSIONERS COURT OF TITUS COUNTY, TEXAS met in Regular Session in the courthouse at Mt. Pleasant with the following members present to-wit:

Harry Taylor	County Judge
Grant McAnally	Commissioner Precinct #1
B. B. Hunnicutt	Commissioner Precinct #2
T. O. Roney	Commissioner Precinct #3
Dan Bynum	Commissioner Precinct #4
H. L. Bowden	County Clerk

and the following proceedings were had to-wit:

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 IN THE MATTER OF APPROVING COUNTY TREASURERS MONTHLY REPORT:

Motion was made by Commissioner Hunnicutt and seconded by Commissioner Roney to approve County Treasurers monthly report. Motion carried.

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 IN THE MATTER OF APPROVING OFFICERS MONTHLY EXPENSES:

Motion was made by Commissioner Bynum and seconded by Commissioner McAnally to approve Officers monthly expenses. Motion carried.

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 IN THE MATTER OF TRANSFERS:

Motion was made by Commissioner Hunnicutt and seconded by Commissioner McAnally to transfer \$182.25 from Road and Bridge to Precinct #1 Road and Bridge and to transfer \$556.20 from Road and Bridge to Precinct #3 Road and Bridge. Motion carried.

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 STATE OF TEXAS

COUNTY OF TITUS

RESOLUTION  
 OF THE COMMISSIONERS COURT OF TITUS COUNTY, TEXAS

WHEREAS it is to the interest of Titus County, Texas, to acquire property by Eminent Domain Proceedings for use as Right of Way for the improvement of the road system of the said County and the State of Texas; and

WHEREAS it is necessary to appoint certain Special Commissioners for the purpose of assessing damages in Eminent Domain Proceedings and to pay such appointed Special Commissioners a reasonable fee for their services; and

WHEREAS the fact that the present fees paid to such Special Commissioners are grossly inadequate, making it difficult to obtain qualified persons to serve as Special Commissioners, and now that the limits heretofore paid do not comply with the existing laws of the State of Texas as amended by the 56th Session of the Legislature in which Art. 3266(3) Revised Civil Statutes of Texas was amended by House Bill 289 which became effective as law on the 30th day of May, A. D. 1959;

THEREFORE BE IT RESOLVED that the Commissioners Court of Titus County, Texas, hereby establishes a fee of \$10.00 Dollars per Special Commissioner, per case, per day to be paid to each such Special Commissioner for each day that they are engaged in the performance of

their duties, and it is expressly understood and resolved that such Special Commissioners shall be paid \$10.00 Dollars for each case or proceeding on which they may be required to work during a day regardless of the number of cases or proceedings on which they may be required to work, and such fees will be cumulative, which amount is deemed reasonable, and a just compensation for the services performed by the said Special Commissioners.

This Resolution will be retroactively effective the 30th day of September, 1961.

WITNESS OUR HANDS AND SEAL OF THIS COURT THIS 13 DAY OF NOV A. D. 1961.

Harry Taylor  
County Judge

(L.S.)

Grant McAnally  
COMMISSIONER - Precinct #1

ATTEST:

B. B. Hunicutt  
Commissioner - Precinct #2

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

T. G. Raney  
Commissioner - Precinct #3

Dan Bynum  
Commissioner - Precinct #4

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LEASE AGREEMENT

THIS LEASE, made this the 5th day of April, 1961 between TEXAS TRACTOR COMPANY of Tyler, Texas hereinafter known as LESSOR, and Titus County, Precinct 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 5th day of April 1961, witnesseth that; Whereas, the LESSEE requires the use of the following equipment; One-Allis-Chalmers Model 145 Diesel Motor Grader, Std. Eqt., 13:00x24 Front & Rear Tires, Hour Meter & Steering, Serial No. 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 Road and Bridge Fund, monies which it may lawfully spend for leasing and Motor Grader

1. Now therefore, the LESSOR in consideration of the payment of and payment of lease installment hereinafter reserved, hereby leases to LESSEE, said Motor Grader for a minimum period commencing on the date of this LEASE and ending April 20, 1962, on the following terms: 1. \$2,500.00 due April 20, 1962 (This is in Renewal of prior Lease Agreement dated June 9, 1959.)

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 his LEASE (or within any extension or renewal thereof) or within five days thereafter for the purchase price of \$2,500.00 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 the 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.

TEXAS TRACTOR COMPANY LESSOR

Grant McAnally  
Commissioner Precinct No. 1

TITUS COUNTY, PRECINCT 3 LESSEE

B. B. Hunnicutt  
Commissioner Precinct No. 2

By Harry Taylor  
County Judge

T. O. Roney  
Commissioner Precinct No. 3

ATTEST: H. L. Bowden  
County Clerk

Dan Bynum  
Commissioner Precinct No. 4

STATE OF TEXAS  
COUNTY OF TITUS

I, H. B. 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 TEXAS TRACTOR COMPANY, as LESSOR, and Prec. 3, Titus County, Texas, as LESSEE, and the same appears of record in Vol 9 page 59 of the COMMISSIONERS' COURT MINUTE of Titus County, Texas.

(L.S.)

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

November 16, 1961

Mr. Homer Bowden  
County Clerk  
Titus County

Dear Homer:

Please make the following transfers:

1. Transfer \$1000.00 from each Precinct Lateral Road Fund into the General Road and Bridge Fund.
2. Transfer \$702.60 from the General Road and Bridge Fund into Precinct #3 Road and Bridge Fund.

3. Transfer \$1000.00 from Precinct #4 Lateral Road Fund into Precinct #4 Road and Bridge Fund.

Very truly yours,

Harry Taylor, County Judge

Nov. 27, 1961

County Clerk:

- 1. Transfer \$1200.00 from Lateral Road #4 into Road and Bridge #4.
- 2. Transfer \$1200.00 from Lateral Road #3 into Road and Bridge #3.

/s/ Harry Taylor  
County Judge

Nov 30, 1961

Please transfer \$500.00 from Lateral Road Precinct #1 into Special Road Precinct #1.

/s/ Harry Taylor  
County Judge-Titus Co

The above and foregoing minutes were read and approved for November this the 30th day of Nov, 1961.

County Judge, Titus County, Texas

ATTEST:

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County Clerk, Titus Co. Texas