

REGULAR SESSION
MARCH 14, 1977

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONER'S COURT met in Regular Session, Monday March 14, 1977, in the Titus County Courtroom with all members present.

William Wayne Landrum	County Judge.
C.H. Reese	Commissioner Precinct #1
Bert Parr	Commissioner Precinct #2
Alvin Parish, Jr.	Commissioner Precinct #3
Bill Reynolds	Commissioner Precinct #4
Allen LaPrade	County Clerk

and the following proceedings were had to-wit:

IN THE MATTER OF
PAYING ROAD HANDS

Motion by Commissioner Reynolds and seconded by Commissioner Parr to pay county road hands upon approval of County Auditor. Motion carried.

IN THE MATTER OF
MONTHLY BILLS

Motion by Commissioner Parr and seconded by Commissioner Reese to pay monthly bills upon approval of County Auditor. Motion carried.

IN THE MATTER OF
OFFICERS MONTHLY REPORTS

Motion by Commissioner Parr and seconded by Commissioner Reynolds to accept officers monthly reports. Motion carried.

IN THE MATTER OF
DEPUTATION AND BONDS

Motion by Commissioner Parr and seconded by Commissioner Reynolds to approve deputation and bond of June Roach and Jennifer Castillo, for Tax Assessors office. Motion carried.

IN THE MATTER OF
PAYING LANDMARK REALTORS

Motion by Commissioner Reynolds and seconded by Commissioner Reese to pay Landmark Realtors for remainder of fee for ROW acquisition of FM 1735, amount of \$450.00

IN THE MATTER OF
COUNTY DEPOSITORY

Motion by Commissioner Reynolds and Commissioner Parr to designate First National Bank as depository for Titus County for 1977 & 1978. Motion carried.

IN THE MATTER OF
RENEWAL OF INSURANCE CONTRACT

Motion by Commissioner Parr and seconded by Commissioner Reynolds to renew insurance contract as is with Blue Cross and Blue Shield. Motion carried.

IN THE MATTER OF
RELOCATION OF ROAD

Motion by Commissioner Reese and seconded by Commissioner Reynolds to approve relocation of road as proposed by TUGCO. Motion carried.

IN THE MATTER OF
ADVERTISE FOR BIDS

Motion by Commissioner Reese and seconded by Commissioner Parish to advertise for bids for 2 oil tanks and 1 dump bed. Motion carried.

IN THE MATTER OF
RENEWAL OF LEASE WITH GEO P. BANE, INC.

Motion by Commissioner Reese and seconded by Commissioner Parr to renew lease agreement for Grader with Geo P. Bane Inc. and Precinct 1. Motion carried.

LEASE AGREEMENT

THIS LEASE, made this the 2nd day of March, 1977, between GEORGE P. BANE, INC. of Texas, hereinafter known as LESSOR, and TITUS COUNTY PRECINCT 1, 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 14th day of March 1977, witnesseth that:

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

New Fiat-Allis Model 100C Motor Grader, Serial No. 27Y08760 with Hydraulic Shift Moldboard and Scarifier, hereinafter referred to as 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 Grader.

1. Now therefore, the LESSOR in consideration of the payment of _____ and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Grader for a minimum period commencing on the date of this LEASE and ending April 15, 1979, on the following terms:

1. \$10,000.00 due 4/15/78
2. \$10,000.00 due 4/15/79

2. The LESSEE acknowledges receipt of above desired 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 Grader and the LESSEE shall thereupon deliver said 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 of make any reasonable and lawful use of said 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 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 \$20,000.00 to be paid in cash or legally issued County Warrants plus 7% 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 date such rental installments were paid. In the event the payments are not paid at maturity they shall bear seven 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 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 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 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 /s/ George P. Bane, President
TITUS COUNTY PRECINCT # 1 LESSEE
BY /s/ William Wayne Landrum
County Judge

ATTEST: /s/ Allen LaPrade
County Clerk

/s/ C. H. Reese
Commissioner Precinct No. 1

/s/ Bert Parr
Commissioner Precinct No. 2

/s/ Alvin Parish, Jr.
Commissioner Precinct No. 3

/s/ Bill Reynolds
Commissioner Precinct No. 4

STATE OF TEXAS
COUNTY OF TITUS

I, Allen LaPrade, 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 George P. Bane Inc., as LESSOR, and Titus County Precinct 1 Titus County, Texas, as LESSEE, and the same appears of record in Vo. 10 Page 400, of the Commissioners' Court Minutes of Titus County, Texas.

Given under my hand and seal of office, this, the 14 day of March 1977 A.D.

/s/ Allen LaPrade
County Clerk Titus County, Texas