

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 to 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 \$70,000.00 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 dates 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

SPECIAL SESSION  
MARCH 25, 1977

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONER'S COURT met in Special Session, Friday March 25, 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 Reese and seconded by Commissioner Reynolds to pay county road hands upon approval of county auditor. Motion carried.

IN THE MATTER OF  
SALARY FOR JOHN KIRKPATRICK

Motion by Commissioner Parish and seconded by Commissioner Parr to raise to full salary for John Kirkpatrick, deputy for county sheriff office. Motion carried.

IN THE MATTER OF  
ADV. FOR BIDS

Motion by Judge Landrum and seconded by Commissioner Parr to advertise for bids to sell 1973 chev. from County Sheriff dept. Motion carried.

IN THE MATTER OF  
RENEWING A LEASE

Motion by Commissioner Reynolds and seconded by Commissioner Parr to renew lease contract for Precinct 4 from Harold Hartrider. Motion carried.

IN THE MATTER OF  
APPROVING BONDS

Motion by Judge Landrum and seconded by Commissioner Reynolds to approve Public weighers bonds for Weldon Bates, J.B. Clawson, J.M. Easley and Melvin Fulca. Motion carried.

IN THE MATTER OF  
OFFICERS EXPENSE ACCOUNT

Motion by Commissioner Reynolds and seconded by Commissioner Reese to pay expense account of Phillip Cromwell for trip to Austin. Motion carried.

IN THE MATTER OF  
ADV. FOR BIDS

Motion by Commissioner Parr and seconded by Commissioner Reynolds to adv. for bids for fencing contract for fences built along FM 1735. Motion carried.

IN THE MATTER OF PURCHASING  
2 POLICE SCANNERS

Motion by Judge Landrum and seconded by Commissioner Parr to purchase two (2) Police Scanners to be installed in Highway patrol cars. Motion carried.

IN THE MATTER OF  
APPOINTING ASSISTANT AUDITOR

Motion by Commissioner Parr and seconded by Commissioner Reynolds to accept order of District Judge of Titus County to appoint Cynthia Thompson as assistant auditor for Titus County at an annual salary of \$7,200.00 as appears in order. Motion carried.

THE STATE OF TEXAS I  
COUNTY OF TITUS I

BE IT REMEMBERED:

That I, B.D. Moya, Judge of the 76th Judicial District Court, Titus County, Texas, being the only District Judge having jurisdiction in Titus County, Texas, have on this the 24th day of March, 1977, duly elected and appointed Cynthia Thompson, Assistant County Auditor of said Titus County, Texas, for a term of two (2) years beginning April 1, 1977 and expiring March 31, 1979, and do hereby fix and determine the salary of such Assistant County Auditor to be \$7,200.00 per annum to be paid monthly out of the General Fund of Titus County, Texas. Said Assistant County Auditor shall qualify by taking the statutory oath and make the statutory bond of \$5,000.00 prior to the performance of her duties.

This order shall be duly filed and recorded in the minutes of the 76th District Court of Titus County, Texas, and the District Clerk of Titus County, Texas, is hereby directed to furnish a certified copy of these proceedings to the Commissioners Court for their observance who shall cause the same to be recorded in its Minutes by the County Clerk of Titus County, Texas, and this order and appointment shall constitute and be authority for the payment to the said Cynthia Thompson of the salary above provided for.

Witness my official hand at Mt. Pleasant, Texas, this 24th day of March, 1977.

/s/ B.D. Moya  
Judge, 76th Judicial District  
Court of Titus County, Texas.

The State of Texas  
County of Titus

I, Louise Brock Clerk of the District Court in and for said County and State, do hereby certify that the above and foregoing is a true and correct copy of the Order rendered by said Court entitled Appointment of Assistant County Auditor, as the same appears from the Civil Minutes of said Court, in Volume 25 on page 85 in my office.

Given under my hand and seal of said Court, at my office in Mt. Pleasant, Texas, on this the 24th day of March A.D. 1977.

/s/ Louise Brock Clerk,  
District Court Titus County, Texas

IN THE MATTER OF  
ADV. FOR BIDS

Motion by Commissioner Parish and seconded by Commissioner Reynolds to adv. for bids on self propelled mixer for Precinct #3. Motion carried.

The above and foregoing minutes of the month of March 1977, were read and approved on this the 18 day of April 1977.

ATTEST: Allen LaPrade  
Allen LaPrade, County Clerk

William Wayne Landrum, County Judge

REGULAR SESSION  
APRIL 11, 1977

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONER'S COURT met in Regular Session, Monday April 11, 1977, in the Titus County Courtroom with all members present.

William Wayne Landrum  
C.H. Reese  
Bert Parr  
Alvin Parish, Jr.  
Bill Reynolds  
Allen LaPrade

County Judge  
Commissioner Precinct #1  
Commissioner Precinct #2  
Commissioner Precinct #3  
Commissioner Precinct #4  
County Clerk

and the following proceedings were had to-wit:

IN THE MATTER OF  
PAYING ROAD HANDS

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