

NOTICE OF MEETING

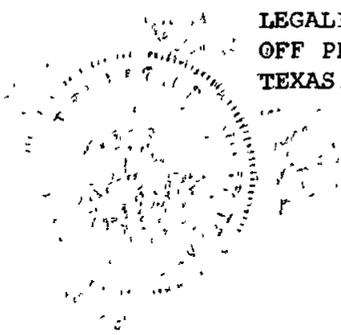
NOTICE OF UNUSUAL SUBJECT MATTER TO BE CONSIDERED BY COMMISSIONERS' COURT OF UPSHUR COUNTY AT REGULAR MEETING

DATE OF REGULAR MEETING: May 10, 1971

TIME OF REGULAR MEETING: 10:00 o'clock A.M.

PLACE: COMMISSIONERS' COURTROOM, COURTHOUSE, GILMER, TEXAS

SUBJECT MATTER: TO CONSIDER PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE THE SALE OF ALL ALCOHOLIC BEVERAGES FOR OFF PREMISE CONSUMPTION IN THE CITY OF BIG SANDY, TEXAS.



D. W. Loyd
County Clerk, Upshur County, Texas

AFFIDAVIT OF POSTING NOTICE OF UNUSUAL SUBJECT MATTER TO BE CONSIDERED BY COMMISSIONERS' COURT OF UPSHUR COUNTY, TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Doyle Johnson, Sheriff of Upshur County, Texas, who

after being by me duly sworn, says upon his oath, to wit:

That he posted a true copy of the Notice of Unusual Subject Matter to be Considered by Commissioners' Court of Upshur County, Texas on the Bulletin Board located at a place convenient to the public in the Upshur County Courthouse in Gilmer, Texas.

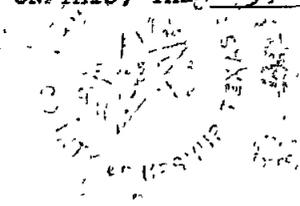
Said Notice was posted on the 3 day of May, 1971, which date was more than three (3) days prior to the regular Commissioners' Court meeting date of May 10, 1971.

Doyle Johnson
Sheriff of Upshur County, Texas

By _____ Deputy

SWORN TO AND SUBSCRIBED BEFORE ME BY Doyle Johnson

ON THIS, THE 3 day of May, 1971.



Carrie Gail Crain
Notary Public, Upshur County, Texas

NOTICE OF SCHOOL OF INSTRUCTION

NOTICE OF PUBLIC SCHOOL OF INSTRUCTION FOR THOSE WHO WILL ACTUALLY CONDUCT A LOCAL OPTION ELECTION TO BE HELD IN THE CITY OF BIG SANDY, TEXAS, ON JUNE 1, 1971

DATE OF HOLDING SCHOOL OF INSTRUCTION: May 28, 1971

TIME OF HOLDING SCHOOL OF INSTRUCTION: 7:00 o'clock P.M.

PLACE OF HOLDING SCHOOL OF INSTRUCTION: Old City Hall in City of Big Sandy, Upshur County, Texas

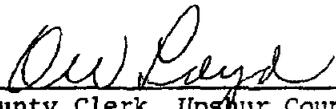

County Clerk, Upshur County, Texas

AFFIDAVIT OF POSTING NOTICE OF PUBLIC SCHOOL OF INSTRUCTION FOR THOSE WHO WILL ACTUALLY CONDUCT A LOCAL OPTION ELECTION TO BE HELD IN THE CITY OF BIG SANDY, TEXAS, ON JUNE 1, 1971

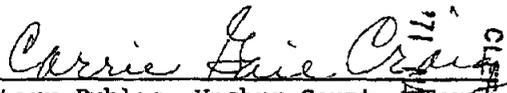
BEFORE ME, the undersigned authority, on this day personally appeared O. W. Loyd, County Clerk of Upshur County, Texas, who after being by me duly sworn, says upon his oath, to wit:

That he posted a true copy of the Notice of Public School of Instruction for Those who will Actually Conduct a Local Option Election to be held in the City of Big Sandy, Texas, on June 1, 1971.

Said Notice was posted in the Office of the County Clerk in Gilmer, Upshur County, Texas, on the 20 day of May, 1971, which date was more than forty-eight (48) hours prior to the school of instruction to be held on the 28th day of May, 1971.


County Clerk, Upshur County, Texas

SWORN TO AND SUBSCRIBED BEFORE ME by O. W. Loyd on this, the 20 day of May, 1971.


Notary Public, Upshur County, Texas.

FILED
O. W. LOYD
COUNTY CLERK
MAY 20 AM 9:39
1971

TO: Mrs. Clifford (Elizabeth) Baggett, P. O. Box 814, Big Sandy, Texas, Presiding Judge of Local Option Election to be held on June 1, 1971 in the City of Big Sandy, Texas

FROM: O. W. Loyd, County Clerk of Upshur County, Texas

By law, I am required to give you notice that a school of instruction will be held for those who will actually conduct the Local Option Election on the date and place hereinabove indicated.

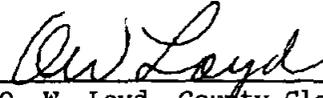
Said School will be held at 7:00 o'clock P.M. on Friday, May 28, 1971 at the Old City Hall in Big Sandy, Upshur County, Texas.

By law, I am also required to instruct you to give notice of the time, date and place of said school of instruction to the persons who will serve as clerks and watchers at said Local Option Election.



O. W. Loyd, County Clerk of Upshur County, Texas.

I certify that a true copy of the above Notice was handed to Mrs. Clifford (Elizabeth) Baggett in person on the 21 day of May, 1971, such date being more than 48 hours prior to the date set for the above mentioned school of instruction to be held on May 28, 1971.



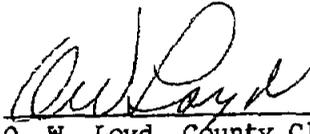
O. W. Loyd, County Clerk of Upshur County, Texas.

TO: Mrs. Carolyn Davis, P. O. Box 782, Big Sandy, Texas, Alternate
Presiding Judge of Local Option Election to be held on June 1,
1971 in the City of Big Sandy, Texas

FROM: O. W. Loyd, County Clerk of Upshur County, Texas

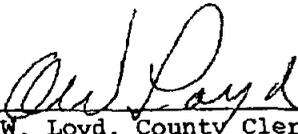
By law, I am required to give you notice that a school of
instruction will be held for those who will actually conduct the
Local Option Election on the date and place hereinabove indicated.

Said School will be held at 7:00 o'clock P.M. on Friday,
May 28, 1971 at the Old City Hall in Big Sandy, Upshur County, Texas.



O. W. Loyd, County Clerk of
Upshur County, Texas

I certify that a true copy of the above Notice was handed to
Mrs. Carolyn Davis in person on the 21 day of May, 1971, such
date being more than 48 hours prior to the date set for the above
mentioned school of instruction to be held on May 28, 1971.



O. W. Loyd, County Clerk of
Upshur County, Texas.



GEO. P. BANE, INC. / 220 N GLENWOOD BLVD. / BOX 4299 / 597-6641 (214) / TYLER TEXAS 75701

May 6, 1971

The Honorable County Judge
and Commissioners' Court
Upshur County
Gilmer, Texas

Gentlemen:

We are pleased to submit our bid on your machinery requirements for Precinct No. 4 as follows:

One used Caterpillar Model 112 Motor Grader
S/N 68E-103 equipped with 13:00 X 24 Tires,
Front and Rear, Power Steering and Scarifier

Trade-in of one used Allis-Chalmers Model D
Motor Grader S/N 4902

Net difference F.O.B. Upshur County \$5,000.00

Terms: As agreed

We appreciate the opportunity of bidding on your equipment needs, and hope that we may serve you.

Sincerely yours,

GEORGE P. BANE, INC.

T. D. Whitaker
T. D. Whitaker
Sales Manager

TDW:ci

ACCEPTED:

L. H. King
Oppie Naylor

Raymond Johnson
E. P. [unclear]
Neal [unclear]

WHITE-OLIVER
SEAMAN MIXERS



CONSTRUCTION EQUIPMENT
SALES SERVICE - PARTS RENTALS



MELROE BOBCAT
LORAIN CRANES

GEORGE P. BANE, INC.

71824

AREA CODE 214
PHONE 597-6641

Construction Machinery

P O BOX 4289

Sales • Service • Parts • Rentals

220 N GLENWOOD TYLER TEXAS
75701

SOLD TO	SHIP TO
Upshur County # 4	
ADDRESS	ADDRESS
CITY AND STATE	CITY AND STATE
Gilmer, Texas	

TRUCK	PICK UP	ROUTING	MACHINE	SERIAL NO	COLLECT	PREPAID	FILLED BY
DATE ORDERED	CUSTOMER ORD. NO	ORDERED BY	DATE SHIPPED	FOB	DATE INVOICED	TERMS	
5/10/71					5/10/71		

QTY	Shipped	PART NUMBER	REPLACED BY	DESCRIPTION	BIN NO	UNIT PRICE	EXTENSION
				One used Caterpillar Model 112 Motor Grader, Serial No. 68E-103 equipped w/Scarifier; 13:00 x 24 Tires;			
				LESS: Trade-in of one used Model D Motor Grader, Serial No. D-4902.			
				NET DIFFERENCE, DELIVERED			\$5000.00
				WARRANTY: WE ARE TO REPAIR LIFT ARM & CHECK MACHINE OVER.			

PAGE NO	NO OF PAGES	RECEIVED BY:	TOTAL →

NO RETURNED MERCHANDISE ACCEPTED FOR CREDIT UNLESS RETURNED WITHIN 10 DAYS AND MUST BE IN RESALABLE CONDITION
 NET AMOUNT DUE ON OR BEFORE 10TH OF FOLLOWING MONTH
 1% INTEREST PER MONTH CHARGED ON PAST DUE INVOICES ITEMS NOT SHIPPED BACK ORDERED UNLESS OTHERWISE SPECIFIED

CUSTOMER

LEASE AGREEMENT

THIS LEASE, made this the 10th day of May, 1971,
 between George P. Bane, Inc. of Tyler, Texas,
 hereinafter known as LESSOR, and Upshur County Precinct #4
 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 10th day of May, 1971, witnesseth that:

Whereas, the LESSEE requires the use of the following equipment
One used 112 Caterpillar Motor Grader, Serial Number 68E103

hereinafter referred to as _____
 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 used A-C Model D, S/N 4902
 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 10-15-73, on the following terms

1	1250.00	May 15, 1972	13	19
2	1250.00	Oct. 15, 1972	14	20
3	1250.00	May 15, 1973	15	21
4	1250.00	Oct. 15, 1973	16	22
5		11	17	23
6		12	18	24

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 ex-
 cepted

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 \$ 5,000.00 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 thereto-
 fore 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 LESSEE hereby acknowledges having received

GEORGE P. BANE, INC. LESSOR
 By [Signature]
 UPSHUR COUNTY PRECINCT #4 LESSEE
 By [Signature]
 County Judge
 ATTEST [Signature] County Clerk
[Signature] Commissioner, Precinct No 1
[Signature] Commissioner, Precinct No 2
[Signature] Commissioner, Precinct No 3
[Signature] Commissioner, Precinct No 4

STATE OF TEXAS
 COUNTY OF Upshur
[Signature] County Clerk in and for Upshur 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 _____ as LESSOR, and _____ County, Texas,
 as LESSEE, and the same appears of record in Vol. 15, Page _____, of the COMMISSIONERS' COURT MINUTES OF
Upshur County, Texas.

Given under my hand and seal of office, this, the 10 day of May, 1971 A D
[Signature]
 County Clerk, Upshur County, Texas

LEASE AGREEMENT

between
and

FILED
O.W. LOYD
CLERK UPSHUR COUNTY

'71 MAY 10 PM 1:53

Assignment of Lease

Date May 10, 1971
City Gilmer
State Texas

For value received the undersigned does hereby sell, assign, and transfer unto First National Bank, Gilmer, Texas the annexed lease dated May 10, 1971 made by the undersigned to Upshur County, Texas

of Model 112 Cat Motor Grader Machinery, Serial No (s) 68E-103 and

all property therein described, all moneys due and to become due thereunder and the proceeds of any policy or policies of insurance required by said lease and all of the right, title and interest of the undersigned in and to said lease, property and moneys due or to become due thereunder and in and to the proceeds of any policy or policies of insurance required by said lease and in consideration of the acceptance of this assignment by First Natl Bank, Gilmer and as a part of the same transaction the undersigned hereby guarantees the payment of all moneys due, or to become due thereunder, and that the Lessee will perform each and every term, covenant and condition of said lease, at the time and in the manner therein specified, and the undersigned does hereby agree that in the event of default by the aforesaid Lessee in the performance of any of said covenants and agreement, including said payments of rental as they shall fall due, that immediately upon any such default, without further notice, the undersigned will pay to First Natl Bank, Gilmer

said money so in default or perform said covenants and conditions so in default. First National Bank, Gilmer, Texas

The Undersigned warrants to First National Bank, Gilmer, Texas:
(1) the title to the property described in said lease; (2) that said lease is a valid and original lease; (3) that the Lessee in said lease has capacity to contract and that the signatures thereto are the genuine signatures of the parties whose signatures they purport to be; (4) that the unpaid balance of the rent specified in said lease is Five thousand and no/100 dollars as appears from the face thereof; (5) that the Lessee named in said lease (or his assignee) is not in default and has made all payments and has done and performed all acts and things on his part required to be done, paid or performed by the terms of said lease to the date of this assignment, (6) that any insurance required by said lease has been effected and is now in full force and effect

The liability of the undersigned shall not be affected by any indulgence, compromise, settlement, extension of credit, or variation of terms effected by the Lessee or any person interested. Notice of acceptance of this guaranty, notices of non-payment and non-performance, notices of amount of indebtedness outstanding at any time, protests, demands and prosecution of collection, and possessory remedies, and the right to remove any action from the Court originally acquiring jurisdiction are hereby expressly waived by the undersigned

George D. [Signature] (L.S.)
By [Signature] (Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 10 day of May, 19 71, and agrees to make all payments due under First National Bank Gilmer, Texas said lease to _____ at _____

Upshur County (L.S.)
By [Signature] (Official Title of Office)
County Auditor