

**UPSHUR COUNTY COMMISSIONERS COURT**

GILMER, TEXAS  
February 28, 1973

Commissioners Court of Upshur County met in Special Session with all members present. Bids were accepted and opened for two Motor Graders. Bid of George P. Bane Inc., Tyler, Texas was accepted for purchase of two (2) M65 Motor Graders. Payment to be made with \$3000.00 cash payment and balance of \$25000.00 on Lease-Purchase agreement. Copy of bids with these minutes.

L. G. McKeel  
Offie Nobles  
Carroll Boyd  
Charles F. Stoll  
Neil McCamp



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

February 27, 1973

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

Gentlemen:

We are pleased to submit our bid on your machinery requirements for Precinct 3, as follows:

Two new Allis-Chalmers Model M-65 Motor Graders equipped as follows:

Tandem 4 Wheel Drive;  
12 Volt Electric Starting;  
Dry Type Air Cleaner;  
Hour Meter;  
Filter Service Indicator;  
Muffler;  
Stop Lite;  
Power Steering;  
Leaning Front Wheels;  
Power Circle Turn;  
8:25 X 20 Tires, Front & Rear;  
10 Ft. Hydraulic Moldboard;  
Four Speed Transmission with Shuttle;

Less used Allis-Chalmers Model D Grader S/N 5159  
and Allis-Chalmers Model 145T-S/N 332 taken in  
trade.

Net difference F.O.B. Upshur County . . . . \$28,000.00

WHITE OLIVER  
SEAMAN MIXERS



CONSTRUCTION EQUIPMENT  
SALES SERVICE PARTS - RENTALS



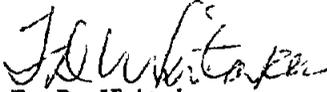
MELROE BOBCAT  
LORAIN CRANES

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February 27, 1973 - Page 2

We are enclosing descriptive literature on the Allis-Chalmers  
Model M-65 and hope that we may have the pleasure of serving  
you.

Sincerely yours,

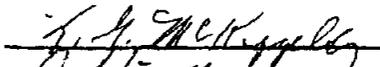
GEORGE P. BANE, INC.

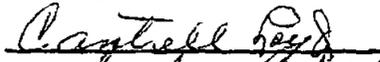
  
T. D. Whitaker  
Sales Manager

TDW:ci

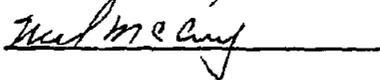
Enclosure: Descriptive Literature

ACCEPTED:





634



**Allen Machinery Co., Inc.**

P. O. Box 8028 FM 1845  
Longview, Texas 75601

February 26, 1973

Upshur County  
County Commissioners

**Bid Proposal:**

- One John Deere 570-A Motor Grader
- Power Shift Transmission
- Full Hydraulic System
- Power Steering
- 15.5 X 25, 8 Ply Tires (six)
- Air Pre-Cleaner
- 12 Ft. Moldboard and Cutting Edge
- Bottom Guard
- Fuel Gauge
- Work Light
- Turn Lights
- Ether Starting Aid
- Scarifier Mounted
- Full Cab with Roll-Guard Protection
- Cab Heater, Defroster and Front Wiper Assembly
- Altitude Compensator

List Price \$28,820.00

Less Municipal Discount	8,320.00
	\$20,500.00

Deduct \$1,000.00 if Cab not desired.  
Deduct \$720.00 if Scarifier not desired.

*Thank you,  
Bill Wain*



# LEASE AGREEMENT

THIS LEASE, made this the 28th day of February, 1973,  
 between George P. Bane, Inc. of Tyler, Texas,  
 hereinafter known as LESSOR, and Upshur 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 28th day of February, 1973, witnesseth that

Whereas, the LESSEE requires the use of the following equipment  
Two new Allis-Chalmers Model M-65 Motor Graders,  
S/N 24A00927 and 24A00942

hereinafter referred to as Motor Graders  
 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 Graders

1 Now therefore, the LESSOR in consideration of the payment of \$3,000.00 & A-C Model D-S/N5159-  
 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Motor Graders 1451-S/N332  
 for a minimum period commencing on the date of this LEASE and ending October 15, 1976, on the following terms

1. \$6,250.00 Due 10-15-73	13	19
2. 6,250.00 Due 10-15-74	14	20
3. 6,250.00 Due 10-15-75	15	21
4. 6,250.00 Due 10-15-76	16	22
5. 11	17	23
6. 12	18	24

2 The LESSEE acknowledges receipt of above desired Motor Graders, 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 Graders  
 and the LESSEE shall thereupon deliver said Motor Graders

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 Graders 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 Graders  
 in its then condition, at any time during the term of this LEASE (or within any extension or renewal thereof) or within five  
 days thereafter for the purchase price of \$25,000.00 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 Graders  
 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  
Graders 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 Graders  
 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 3 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

I, O. W. Loyd, 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 GEORGE P. BANE, INC. as LESSOR, and UPSHUR 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 28 day of February, 1973 A. D.

O. W. Loyd

County Clerk, Upshur County, Texas

[Signature], Deputy

LEASE AGREEMENT

George P. Bane, Inc.  
and Upshur County Precinct 3

FILED  
O.W. BOYD  
CLERK UP SHUR COUNTY

73 FEB 28 AM 11:13

Assignment of Lease

Date February 28, 1973  
City Tyler  
State Texas

For value received the undersigned does hereby sell, assign, and transfer unto Farmers & Merchants National Bank the annexed lease dated February 28 19 73 made by the undersigned to Upshur County Precinct 3, Gilmer, Texas

of Model 2- A-C, M-65 Motor Graders Machinery, Serial No (s) 24A00927 - 24A00942 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

Farmers & Merchants National Bank 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 Farmers & Merchants National Bank said money so in default or perform said covenants and conditions so in default

The Undersigned warrants to Farmers & Merchants National Bank (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 Twenty Five Thousand 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 P. BANE, INC. (L. S.)  
By [Signature]  
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 28th day of February 19 73 and agrees to make all payments due under said lease to Farmers & Merchants National Bank, Gilmer, Texas

UPSHUR COUNTY PRECINCT 3 (L. S.)  
By [Signature]  
(Signature of Authorized Officer)  
County Auditor