



VOL. 17 PG. 373

UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

June 14, 1976

The Upshur County Commissioners Court met in regular session at 9:00 A.M. on 6-14-76 with all commissioners present. The following resolution was introduced.

Be it resolved that in any future consideration for designation of F.M. roads within Upshur County, the county road designated as Nutmeg Road south from F.R. 49 be given priority within Upshur county.

Be it noted that this road is a portion of the designation asked for in July of 1975.

Be it also noted that 26 landowners will be served within the first 1.8 miles of road, extending South from the junction of F.R.-49 & Nutmeg Road.

This resolution was approved by a unanimous vote of the court.

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date June 10, 1976

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

Formal notice is hereby given that The City of Big Sandy
whose principal address is P.O. Box 986, Big Sandy, Tex. 75755
does propose to place a 2 inch PVC water line
within the ROW of County Road _____

as follows:

2000 feet of PVC Class 200 PSI water pipe
from South Dyle St. on south to Mr. Bates.

Old pump station road -

The location and description of the proposed lines or appertences
is more fully shown by three (3) copies of drawings attached to
this application.

All work will be as directed by the County Commissioner or his
designate in full accordance with Upshur County Road & Bridge
Department policies and specifications.

Proposed construction will begin, if aproved, on or after
16th day of June 1976

Firm: City of Big Sandy
Title: Everett S. McWilliams, Admin.
Address: Box 986
Big Sandy, Texas 75755

APPROVAL OF PERMIT APPLICATION

Date June 14, 1976TO The City of Big Sandy, Tex.P.O. Box 984, Big Sandy, Tex. 75755

The Upshur County Commissioners Court offers no objections

to the location on the right-of-way of your proposed 2000

2 in Western Line line as shown by accompanying

drawings and notice dated June 14, 1976 except as

noted below: Old Pump Station Road -

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add to, or in any manner change the structure of this right-of-way, this appurtenance, if affected, will be moved under the direction of the Upshur County Commissioners Court representative and shall be relocated at the complete expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court.

All work on the county right-of-way shall be performed in accordance with the Commissioners Courts instructions. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Special specifications for placing this line are as follows:

1. Barricades, warning signs and lights, and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same. ✓
3. Parallel lines will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.
4. Overhead lines will have a minimum clearance of 18 feet above the road surface at the point of crossing.
5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all

operating equipment and materials. No equipment, or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.

6. All lines under roads carrying pressure in excess of 50 psi shall be enclosed in satisfactory casing extending from the right-of-way line to right-of-way line. Pipe used for casing may be of any type approved by the County Engineer or Commissioners Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length. Inside diameter of casing shall be at least 2 inches greater than the largest diameter of carrier pipe, joints, or couplings.

7. All excavations within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.

8. All ground lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch.

9. Lines crossing under roads and under cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadways shall be cast iron or equivalent pipe.

10. Where evidence is presented indicating the impracticability of boring or tunnelling, the Commissioners Court may grant permission to cut the surfacing no wider than 4 inches. In the event a cut is permitted the following conditions will govern:

- (a) Excavation areas are to be filled and packed with compatible material,
- (b) The surfacing will be replaced with equivalent quality surfacing.

11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in that Commissioners' precinct.

12. Where in the opinion of the Upshur County Commissioners Court it may be considered necessary to protect losses incurred by damages to the roads, bridges, on right-of-way structures, they may by action of the Court require a surety bond in the amount sufficient to cover any damages.

13. Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of an inspector.

Approved: [Signature]
County Judge

Approved: County Commissioners

Precinct 1 [Signature]
Precinct 2 [Signature]
Precinct 3 [Signature]
Precinct 4 [Signature]

THE STATE OF TEXAS

X

COUNTY OF UPSHUR

(X)

TO: THE COMMISSIONERS COURT - UPSHUR COUNTY, TEXAS

We the undersigned, being land owners and citizens of Upshur County, Texas, petition the Commissioners Court to make application to the Texas Highway Department for a Farm to Market Road in Upshur County, the route to be as follows:

BEGINNING at a point on Farm to Market Road 795 at its intersection with Sasafra Road; THENCE in a northerly direction along Sasafra Road to Nutmeg Road; THENCE in a northerly direction along Nutmeg Road across Farm to Market Road 49, continuing along Nutmeg Road to State Highway 154; THENCE in a northerly direction along Jaquar Road to its intersection with Farm to Market Road 852.

DATED this 19 day of May, 1975.

Handwritten signatures of petitioners in two columns, including names like H.B. Warren, Marguerite Hyatt Kearney, Charles Warren, Demp Kearney, L.M. Locke, Larkins L. Stanford, W.L. Stulman, J.H. Gaston, Mrs. L.M. Cooke, J.H. Gaston, Mrs. W.L. Stulman, S.H. Medley, John Gibson, F.D. Reavis, J. R. Smith, Mrs. H.D. Reavis, Alice Smith, L.O. Lambert, Melvin D. Clark, R.L. Reed, Nancy Clark, Mrs. R.L. Reed, J.D. Tanner, J.C. Langford, Mrs. Jeanne Tanner, Mrs. J.C. Langford, Mrs. Juanita McWhorter, J. W. Shuff, Mrs. David McWhorter, Darrell J. Hoge, Mrs. Tracy Mabrey, Hankie Lange, J.D. Mabrey, R.L. Terence, Mrs. Edwin Halpern, W.F. Tompkins, Mrs. Bessie McDonald, T.N. Parsons.

E. H. Baetzsch	Jack Denton
Mr. A. Maines	Sam Long
Garbann	Tommy Knight
Andrew Young	Tim Coffey
John Russell	Bonnie Hoops
Richard Tridick	Mrs. Lena Ledbetter
Mrs. E. C. Zombin	Mrs. W. T. Keubal
Mary Osley	Lloyd B. Owens
Cecil Wiley	Alma Harris
Fred Knudsen	Leah Davidson
Elizabeth Knay	Mildred Perick
Wm. C. Adams	Ray Beckley
Raynee Helmer	Walter Davis
Larue Gray	Ella Fennell
Henry D. Stout	Mrs. Chester Studdard
Morse W. S.	Mrs. Thoma Dutton
B. L. Kerschner	W. W. Wiggins
Billy J. Kennimer	W. K. Fitchett
Jack King	Hillock Waring
L. P. King	P. B. Cook
Wm. J. Hatter	Jim Morris
Wm. Moore	Andrew Larnage
Ray McParton	A. C. Feste Studdard
Joe Denson	J. A. Dunsatt
Welma C. Eard	Frank Ford
Elma Jay Turner	Mrs. Clarence Lambach
Donald Ray Smith	Joe A. Thompson
Stephen C. Borden	W. C. Weatherly
Bruce Sanders	C. K. Thompson
Leon McCarter	Jeppie Hill
Wm. McCall	Melburn Smith
Linda McNeil	J. S. Jahner

u

J. N. Williams
 Mrs. Leo Clark
 Jack Walton

Mrs. Ray Helpenstall
 Dylene Poole

Londra Towers
 Thayer B. Jackson
 J. A. Langford

Austin Baird
 Mrs. O. T. Berry

C. A. Garrison
 Mrs. C. A. Garrison
 Allen Hatwell

Vee Maxwell
 Betty Whitwick

John Buchanan
 Jess Stulman

C. V. Langford
 Mamie C. Langford

May Merrill
 Mrs. Royce Allied

Lewis Carrell

Hanni Carrell

Lat Camp

Beth Camp

From FM Road 1795 Jet. Sycamore Road North to
Nutmeg Lane to S.H # 154 at Harmony School north to
Jet FM Rd 852. VOL 17 PG. 381
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Carolyn Chandler

Mrs. B. B. Cook

Mrs. Rennie Davidson

Mrs. Steve Williams

Mrs. M. S. Ragland

Mrs. T. D. Davidson

Mrs. H. H. Russell

Mrs. Ronald Jowers

Mrs. Ernest Tennell

Mrs. Charles H. Davis

Rennie Davidson

Mr. R. E. McClelland

Mary Belle Rogers

Mrs. Marvin R. Wall

James Corbin

M. C. Jones

Mrs. C. E. Fielder

Mustin Cole

Autree Cole

Mobery Dwyer

Gloria Cole Dwyer

Gene Cole

Lewis Semperton

Julian R. Willis

Mrs J. P. Loyd
Klynn Martin
Larry Grimes
Judith Grimes
Arnold Grimes
L. M. English
J. R. Cuomer
John Fenlow
Lauris Estel
Bessie Estel
R. D. Gofford
Willene Gofford
Roy Gofford
Tommy Gofford
Barbara Gofford
Edward Tisser
Fran Tisser
Frank Breazale
Gofford Hunt

~~North to~~ North
From FM 1795 jet surface Rd to rut meadow
to st 154 at Harmony School North to jet FM 852
John A. Duffey
James Sansom
Mamie Sansom
Mrs. D.W. Heyston
Mrs. Milton K. Rosenketter
Mr. S.A. McAllister
Mrs. S.A. McAllister
Mr. W.A. Huggins
Mrs. W.A. Huggins
Bobby Huggins
J.K. Duffey
Bud Duffey

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THE STATE OF TEXAS X

COUNTY OF UPSHUR X

TO: THE COMMISSIONERS COURT - UPSHUR COUNTY, TEXAS

We the undersigned, being land owners and citizens of Upshur County, Texas, petition the Commissioners Court to make application to the Texas Highway Department for a Farm to Market Road in Upshur County, the route to be as follows:

BEGINNING at a point on Farm to Market Road 7795 at its intersection with Sasafra Road;

THENCE in a northerly direction along Sasafra Road to Nutmeg Road;

THENCE in a northerly direction along Nutmeg Road across Farm to Market Road 49, continuing along Nutmeg Road to State Highway 154;

THENCE in a northerly direction along Jaquar Road to its intersection with Farm to Market Road 852.

DATED this 19 day of May, 1975.

W.C. Lambert

H.O. Brunk Knight Martin Buchanan

J.E. Chamberlain Gladys Williams

B.C. Langford H.W. Hill

Madeline Langford Guy Weldon

J.W. Tustar Betty Thompson

Mrs Jessie MacTear M. Earl Warren

D. Vaughan

Mrs Joyce Vaughan

Earl Halsted Phyllis Bass

Earl Walker Therman Paul

Bonnie Halsted B. A. H. Lloyd

Barbara Walker Truman Cross

Danny Chamberlain E. Barber

F.E. Chamberlain James Lewis

Earl Langford Mrs James W. Davis

Mrs Earl Langford Susie Lipson

E. P. Cameron Wm. Cross

Willie Langford Mr + Mrs Clyde Streener

Gerald Jenkins
Harold Kyle
Jayne Weatherly
Charles Weatherly
Charles Wesley Weatherly
Vicki Weatherly
Betty Roberts
Cyrus Roberts
Dorothy Roberts
James C. Roberts
Ruby J. Oxford
James M. Fuller
Buddy Fullum
Dorothy Buchanan
Ernest Buchanan
M. L. Finney
Eddy Fennell
Morrin White
Bobby Johnson
Corene Davidson
Colleen Watson
Verna Johnson
Delmas Johnson
Beverly Gray

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THE STATE OF TEXAS X

COUNTY OF UPSHUR X

TO: THE COMMISSIONERS COURT - UPSHUR COUNTY, TEXAS

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BEGINNING at a point on Farm to Market Road #795 at its intersection with Sasafra Road;
THENCE in a northerly direction along Sasafra Road to Nutmeg Road;
THENCE in a northerly direction along Nutmeg Road across Farm to Market Road 49, continuing along Nutmeg Road to State Highway 154;
THENCE in a northerly direction along Jaguar Road to its intersection with Farm to Market Road 852.

DATED this 19 day of May, 1975.

- Charlotte A Spencer _____
- Mrs. D. A. Durbin _____
- Mrs. James E. Chamberlain _____
- Mrs. J. C. Pitty, Jr _____
- Harold D. Spencer _____
- Robert B. Stanford _____
- Linda Blackstone _____
- Doug R. Carter, Jr. _____
- Jonnie Spencer _____
- Douglas D. Reeves _____
- Mrs. L. A. Chisney _____
- Mrs. V. B. Harke _____
- Mr. Harder _____
- Sarah Williams _____
- Betty Roberts _____
- Mrs. Hobby Gunn _____
- H. H. Gunn _____
- Mrs. H. J. Spencer _____

THE STATE OF TEXAS X

COUNTY OF UPSHUR X

TO: THE COMMISSIONERS COURT - UPSHUR COUNTY, TEXAS

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THENCE in a northerly direction along Sasafra Road to Nutmeg Road;
THENCE in a northerly direction along Nutmeg Road across Farm to Market Road 49, continuing along Nutmeg Road to State Highway 154;
THENCE in a northerly direction along Jaquar Road to its intersection with Farm to Market Road 852.

DATED this 19 day of May, 1975.

<u>E. E. Blackstone</u>	<u>[Signature]</u>
<u>Ann Blackstone</u>	<u>[Signature]</u>
<u>W. By Carlock</u>	<u>[Signature]</u>
<u>Mrs W Carlock</u>	<u>[Signature]</u>
<u>J. A. Willis</u>	<u>Morris E. McWhorter</u>
<u>Mrs J. A. Willis</u>	<u>Beth McWhorter</u>
<u>H. A. Warr</u>	<u>Larry D. Stegall</u>
<u>Mrs H. A. Warren</u>	<u>Jim Jackson</u>
<u>Fanny Schuler</u>	<u>Julius Jackson</u>
<u>W. C. Joel</u>	<u>Jackie Stegall</u>
<u>B. C. Henderson</u>	<u>Larry W. Stegall</u>
<u>Mrs Anna Henderson</u>	<u>Levi Jay Stegall</u>
<u>Keith Davis</u>	<u>D. W. Myers</u>
<u>Johnny Dodson</u>	<u>Linda Myers</u>
<u>Clara Davis</u>	<u>Jean Jones</u>
<u>Bellie Dodson</u>	<u>Harley N. Jones</u>
<u>[Signature]</u>	<u>J. C. Lock</u>
<u>[Signature]</u>	<u>Norma Russell</u>
<u>[Signature]</u>	<u>[Signature]</u>

Sherris Steed

J. G. Rampole

Jerry Houston

Joseph Houston

James Poole

Mrs. J. C. Henderson

Mary Henry

Dorothy Lindsey

Ruby S. Denton

Lucille Williams

Frank Ford

We the voters and land owners of West Upshur County, Precinct No. 4, ask for a Farm to Market Road, starting at State Highway No. 154, Rhonesboro and leading North to intersect Farm Road No. 852, Grice.

Glenn Riggs
Johnny Cannon
Anita Cannon
Ray G. Harris
Nancy K Harris
Bernice Poole
Lillian Champion
V. H. Champion
Bob Champion
Donna Champion
T. W. Wilkins
Beth Wilkins
Ray Wilkins
Hazel Wilkins
James R Brown
Anna M Brown
Delmas Johnson
Mrs Delmas Johnson
Dorothy Johnson
Mr Mornie White
Mrs Mornie White
Paul Johnson
Vicki Johnson
Roy Johnson
William Gillson
Mrs William Gillson
K. J. Reis
Mrs K. J. Reis
Michael D. Reis
Mattie Lee Mosley
Jerry Mosley
Sharon Mosley

Larry Phillips
Kathy Phillips
Jimmie James
Aphonda Renshaw
Louis L James
Mrs G. W. Davis
L. E. Davis
Mrs James H Davis
Debra Ann Davis
Susie Hipson
Reverly Gray
Billy O Gray
Donald Hendrix
J. W. Marris
J. R. Marris
Jaynice Marris
John Ann Tillery
Buddy Tillery
Lail Montgomery
Bob Montgomery
Merrill Renshaw
Rexie Harris
M. W. Harris
Polly Carter
Gordon West
Nell West
Ralph L. Salisbury
Martha J Salisbury
Viola Cook
MONT. E. COOK
Pauline Spencer
R W Spencer
Carl Poole, Jr.

Hugh McCormick
Edith McCormick
Leena Hutson
Johnnie Hutson
Travis Hutson
Virginia Walls
Nelle T. Benbow
Bill Daer
Lillian Daer
B. A. H. Day
Thressie Floyd
J. O. Gray
Ruby Gray
James Poole
Allyne Poole
Tommy Simpson
Virginia Simpson
Emma Finney
Evelyn Finney
Colleen Withers
Francis Jenkins
Angela Jenkins
Mrs. W. L. Kouba
Mrs. S. M. Zimmerman
Joe Jack Lyle
Garda Lyle
Lloyd C. Chambers
Jack M. Carbett
Mrs. Lloyd C. Chambers

Hyde Stracener
Lurlene Stracener

Bob Rowe
Dot Rowe

Gula Garrett

VINA BOFD

Charles Weatherby

Hayrene Weatherby

Charles Weatherby

Paul Weatherby

Lynette Griffen

Grafton Griffen

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We the voters and land owners of West Upshur County, Precinct No. 4, ask for a Farm to Market Road, starting at State Highway No. 154, Rhonesboro and leading North to intersect Farm Road No. 852, Grice.

Buster Riggs
Dorothy Riggs
Douglas Riggs
Rosa Ford.
~~Mr & Mrs James Higgins~~
Moody Dacus
Mavis Dacus
Larry Henson
Tommie Dacus Henson
Garry Smith
Johnny Dodson
Cecely Pool
~~Mr & Mrs~~
Rayton A Hasi
Karen Staus
W.E. Hasi
Wilma Hass
Frank Jaid
Janie Reid
Marilyn Pool
~~John Pool~~
Jim Baird
Byron Lebit

Jean Jones
Harley H. Jones
John Hunt
Stuart Livingston
B. G. Smith
Mable Smith
Elizabeth Lambert
Jim Lambert
Sarah Williams
Roy Williams
Linda Myers
Wicki Thompson
Betty Roberts
Byron & David
Harold Fyle
Jim Murphy
Jackie Stegall
Lain Jay Stegall
Larry Stegall
Timothy Jackson
Chris Anderson
Sharon
Tommy Knight
Jan Knight
Danny Phillips
Kathy Phillips

Ray Gibson
 Wm. D. Light
 Ray Smith
 Ricky Metcalf
 J.C. Weatherly
 Welby Barlock
 Wayne Myers
 Johnnie Hutson
 Charlotte A. Spencer
 Jared D. Spencer
 Billy Seaborn
 J.W. Floyd
 Betty Cook
 Raye D. Cook
 Mrs. O. M. Stegall
 Mrs. B. F. Stegall
 Mutt Stegall
 Larry Stegall
 Ben Stegall
 Debbie Smith
 Lena Walker
 Ike Walker
 Barbara Harder
 Van Harder
 Bobby Wheeler
~~Ray C. Williams~~
 Ray C. Williams
 Wayne James
 Mellye Schrum
 O.W. Forest Ch
 E.L. Freund
 Clyde Struener
 Lurline Struener
 Mary L. Crowe
 C. O. Crowe

Geneva Murphy
 Mr + Mrs. Perry Nichols
 J.M. Corbett
 Sherman James
 Mrs. Richard James
 Mrs. Ted James
 Richard A. James
 Billy Mae Smith
 Kathy Smith
 Gary W. Oliver
 Lloyl Hallace
 Alys Hallace
 Kelsey White
 E. J. White
 A. J. White
 Maeva Thompson
 Ray Thompson
 R.A. R. R. R.
 Annie Martin
 Lillie Mae Yates
 Lammie D. Yates
 Willie Moon
 Lillie Moon
 Marjorie Reavis
 J.R. McWhorter
 Myrtis McWhorter
 Mrs. Judis Nolan
 Mrs. Noah Weatherly
 J.B. Sledge

LEASE AGREEMENT

THIS LEASE, made this the 27th day of May, 19 76, 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 19 day of 19, witness' that:

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

One used Allis-Chalmers Model HD6G Loader
S/N 21024

hereinafter referred to as Loader 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 Loader

1. Now therefore, the LESSOR in consideration of the payment of \$500.00 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Loader for a minimum period commencing on the date of this LEASE and ending _____, on the following terms:

1. \$3000.00 due 5-15-77	\$3000.00 due 10-15-78	19.
2. _____	_____	20.
3. \$3000.00 due 10-15-77	_____	21.
4. _____	_____	22.
5. \$3000.00 due 5-15-78	_____	23.
6. _____	_____	24.

2. The LESSEE acknowledges receipt of above desired _____, 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 Loader and the LESSEE shall thereupon deliver said Loader 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 Loader 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 Loader 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 \$12,000.00 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 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 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 Loader 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 Loader 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 Loader 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: George P. Bane, Inc.

UPSHUR COUNTY #3, LESSEE

By: Secret

ATTEST: J. B. Hill, Jr. County Clerk

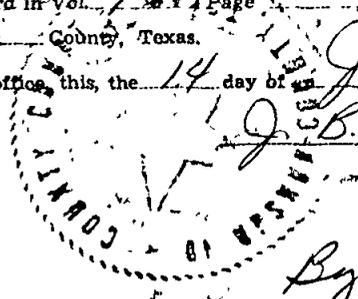
STATE OF TEXAS By: Juni Davis, Dep. Clk.

COUNTY OF Upshur

I, J. B. Hill, Jr. 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. 17 Page 394 of the COMMISSIONERS' COURT MINUTES of Upshur County, Texas.

Given under my hand and seal of office this, the 14 day of June, 19 76 A. D.



J. B. Hill, Jr. County Clerk, Upshur County, Texas

By: Juni Davis, Dep. Clk.

Offie Nollis Commissioner, Precinct No 1
J. W. Meadows Commissioner, Precinct No 2
C. L. Still Commissioner, Precinct No 3
Shirley D. Remmon Commissioner, Precinct No 4

FILED
CLERK OF DISTRICT COURT

'76 JUN 14 AM 11:47

LEASE AGREEMENT
between George P. Bane, Inc.
and Upshur County Precinct #3

Assignment of Lease

Date May 27, 1976
City Gilmer
State Texas

For value received the undersigned does hereby sell, assign, and transfer unto 1st National Bank, Gilmer the annexed lease dated May 27, 1976 made by the undersigned to Upshur County, Texas

(Lessor's Name) (Address)
of Model HD6G A-C Machinery, Serial No. (s) 21024 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 National Bank 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 National Bank said money so in default or perform said covenants and conditions so in default.

The Undersigned warrants to First 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 Twelve 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., Tyler, L. Texas
(Lessor's Signature)

By George P. Bane - Pres
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this _____ day of _____, 19____, and agrees to make all payments due under said lease to _____ at _____

(Lessee's Signature) (L. S.)

By _____
(Signature of Authorized Officer)