

FILED FOR RECORD 12-29- 1980 at 3:00 o'clock P M  
DULY RECORDED: 12-30- 1980 at 9:00 o'clock A M  
INSTRUMENT NO: \_\_\_\_\_ GRACE BOSTICK, TYLER CO. CLK.

Grace Bostick

TYLER COUNTY COMMISSIONER'S COURT  
SPECIAL MEETING  
DECEMBER 12, 1980

VOL. 6 Pg. 100

A Special meeting of the Commissioners Court, met on Friday December 12, 1980 at 10:00 A.M. All members being present except Commissioner Leon Fowler. The meeting was opened with prayer by County Judge Allen Sturrock.

A motion was made by Commissioner Lowe and seconded by Commissioner Riley to approve of paying monthly bills, as submitted by County Auditor, Ann Fondren. All voted yes and none no. See attached.

A motion was made by Commissioner Riley and seconded by Commissioner Odom to authorize the County Judge to sign the H.U.D. Grant Application for the County. All voted yes and none no.

Commissioner Lowe made the motion which was seconded by Commissioner Odom to table action on, "Consolidate Funds" until the next meeting of this year. All voted yes and none no.

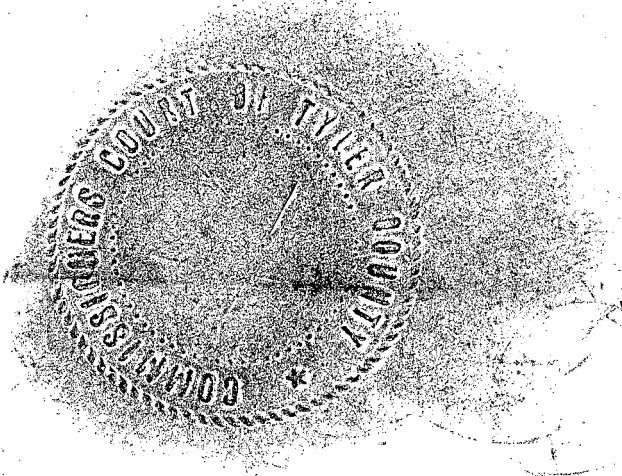
A motion was made by Commissioner Riley and seconded by Commissioner Odom to table the Bids on the purchase of a Tractor, until Friday Dec. 19, 1980. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Commissioner Odom to table the action of the Budget, until Friday Dec. 19, 1980. All voted yes and none no.

Upon agreement of the County Attorney, Rois Brockman, Commissioner Riley made a motion which was seconded by Commissioner Lowe to accept the Lease with Chem-Air South, Inc. for one year. This location is the Tyler County Airport, to be used for storage purposes. See Attached. All voted yes and none no.

There being no further business, the meeting adjourned.

SIGNED: Allen Sturrock Allen Sturrock, County Judge  
Maxie Riley Maxie Riley, Comm. Pct. #1  
H.K. Lowe H.K. Lowe, Comm. Pct. #2  
Leon Fowler Leon Fowler, Comm. Pct. #3  
Berton Adnell Odom Berton Adnell Odom, Comm. Pct. #4  
ATTEST: Grace Bostick Grace Bostick, County Clerk







COMMISSIONER'S COURT OF December 12, 1978 Page 2 of         
 CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, General FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	D Allc
16242	Shepherds Linen Supply	Janitors Uniforms	15.00	
16244	Share Corp.	All Weather Patch-Janitors Supplies	33.00	
16250	Sam Houston Elec.	Airport-Utilities	132.88	
16254	Sullivans Hardware	Sheriff-17.94, Janitors Supp-8.32	26.26	
16266	Southwestern Bell	Aud-44.70, Ageing-26.85, Housing-24.73, Tax Off-99.54, Airport-58.26, Vet. Srv.-16.23, DPS-109.51, JP1-65.81, Ext-63.86, Treas-63.87, C.Cl-52.91, JP2-16.11, Comm. Off-16.23, D.Cl.-43.08, D.Jud-35.50, JP4-27.50, DA-118.84, C.Jud-35.50, C.Atty-22.56	987.68	
16272	Stafford-Lowdon Co.	Citation-D.Cl-74.25, Docket Book & Supplies-259.27-JP3 Canvas & Vinyl Covers-895.88-C.Cl. 1,229.40		
16240	Tyler County Booster	Tractor Bid-15.68, Elec.Exp.-33.28	48.96	
16248	Truett F. Prichard	Prep. of From 18-Tax Office	441.12	
16255	Texas Association of Counties	Association Dues	405.00	
16256	The Second Admin. Judicial Dist. of Tex.	Pro-Rata Share of Judicial Dist.	522.53	
16257	Tyler County Booster	Advertising-RS9-C Report	16.32	
16246	Western Data Service Inc.	Monthly Lease-Dec. Tax Off.	366.00	
16249	Woodsman Publishing Co.	Elevator Bid-Advertising	66.50	
16260	Woodville Auto Parts	Parts-Mini-Bus	1.56	

APPROVED THIS 12 day of Dec. 19780  
*Allen [Signature]*  
 COUNTY JUDGE

CLAIMS CHECKED AND APPROVED  
*Ann [Signature]*  
 COUNTY AUDITOR

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COMMISSIONER'S COURT OF December 12, 1978

Page 1 of       

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, General

FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Da Allo
16262	B&K Variety	Janitors Supplies	7.55	
16264	Bayou Place	Foster Child Care- <sup>Mashtere</sup> Clarrissa	480.00	
16271	Brookshire Bros	Janitors Supplies	12.14	
16243	Consolidated Marketing	Paper Towels-Janitors Supplies	38.84	
16245	Century II Printing Co.	Complaints-JP 1	72.00	
16270	City of Woodville	Utilities-Courthouse	488.21	
16269	Clemmons Ins. Agency	Bonds-Constabel PctII & JP III	96.90	
16263	Deep East Texas Workers Comp.	Dec. Prem	361.80	
16253	Gulf States	Courthouse Utilities	545.19	
16261	Goodyear Service Stores	Shocks-Sheriff Dept.	111.80	
16238	Hill Printing	Deed Records-Co. Clerk	111.22	
16241	Hodges Electronics	Repairs to Pyr. Machine-Treas.	225.00	
16259	Hensarling Auto Service	Repairs to Mini-Bus	3.50	
16258	Jack Pruitt, M.D.	Autopsy on Douglas Wigley	250.00	
16268	Lufkin Typewriter	Supplies-Co. Atty.	3.00	
16265	Mary Lee School	Foster Child Care- <sup>George Broadus</sup> C. Mashtere	1,780.00	
16247	NCR Crop.	Maint Serv 1981-82-Tax Office	470.00	
16251	Road & Bridge I	Gas Reimb-Mini-Bus-Oct.	224.06	
16267	Rogers Office Supply	C.Atty-22.60, VA-7.00, DPS-12.15, C.Jud-5.95, JP1-17.25, Aud-18.05, C.Cl-80.60, Treas-77.25, Ext.-8.05		
		Sheriff-70.10, Tax Off-20.70,	355.60	

D. Cl-15.90

APPROVED THIS 12 day of Dec, 19780

*Allen [Signature]*

COUNTY JUDGE

CLAIMS CHECKED AND APPROVED

*Ann [Signature]*

COUNTY AUDITOR

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COMMISSIONER'S COURT OF December 12, 19780

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CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, General FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	A
16239	Xerox Corp.	Copy Machine-Co. Clerk	770.82	
16252	Xerox Corp.	Copy Machine-Dist. Clerk	250.00	
			10,949.84	
16291	Brookshire Bros.	Food for Prisoners-Sheriff Dept.	124.09	
16281	Conoco Inc.	Gas-Sheriff Dept.	124.18	
16282	Exxon Co. U.S.A	Gas-Sheriff Dept.	30.79	
16283	Eastex Communications	Radio Maint-Dec.-Sheriff Dept.	182.00	
16288	Gulf States	Utilities-Sheriff Tower	23.57	
16280	H.L. Jackson, Gulf Distr.	Gas-Sheriff dept.	866.17	
16285	Jarrots Pharmacy	First Aid Medication for Prisoner Sheriff Dept.	6.98	
16286	Lufkin Rental Service, Inc.	Sheriff Dept.-Truck Rent.	25.34	
16279	Mobil Oil Credit	Gas-Sheriff Dept.	182.09	
16287	Ty-Co. Feed	Weight Tickets-Sheriff Dept.	10.00	
16289	The Phelan Co. Inc.	Food for Prisoners-Sheriff Dept.	24.50	
16290	Turners Radiator	Reparis to Vehicle-Sheriff Dept.	202.83	
16293	Southwestern Bell	Sheriff Dept.-Telephone	218.18	
16292	South Magnolia Groc.	Food for Prisoners-Sheriff Dept.	29.47	
16284	Wal-Mart Store #288	Film, Flash, & Batteries-Sheriff	153.32	
			2,223.51	
		Tot.	13,153.35	

APPROVED THIS 12 day of Dec 19780

*Allen [Signature]*

COUNTY JUDGE

CLAIMS CHECKED AND APPROVE

*Ann [Signature]*  
COUNTY AUDITOR



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COMMISSIONER'S COURT OF December 12, 19780

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CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, Road & Bridge I

FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim
16211	George P. Bane, Inc.	Parts	372.99
16204	Conoco Inc.	Fuel	96.26
16208	Dales Exhaust Services	Repairs to Equip.	43.00
16209	Gulf States	Utilities	26.49
16201	J.E. Gardner Oil Co.	Fuel	1,170.64
16206	Jacks Saw & Sharp Shop.	Saw Repair	29.50
16210	Knapp Ford Sales Inc.	Parts	1.00
16213	South Magnolia Gro.	Ice.	5.94
16212	Sullivans	Misc. Supplies	11.16
16202	Seneca Water Supply	Co. Barn-Utilities	6.00
16203	Triangle Equip. Inc.	High Pressure Cleaner	2,075.00
16207	Woodville Auto Parts, Inc.	Parts	469.50
16205	Woodville Exxon	Tire Repair	32.95
16263	Deep East Work.Comp.	Dec. Prem.	141.07
		<i>Tot</i>	<i>4,481.50</i>

APPROVED THIS 12 day of Dec., 19780

Allen [Signature]  
COUNTY JUDGE

CLAIMS CHECKED AND APPROVED  
Ann [Signature]  
COUNTY AUDITOR





LEASE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF TYLER §

THIS AGREEMENT, made and entered into this 12th. day of December, 1980, by and between the COUNTY OF TYLER, STATE OF TEXAS, a political subdivision of the State of Texas, hereinafter called "Lessor", and CHEM-AIR SOUTH, INC., a Louisiana Corporation, P. O. Box 7241, Shreveport, Louisiana, 71103, hereinafter called "Lessee".

WITNESSETH:

That the Lessor does hereby lease, demise and let unto the Lessee the following described premises:

(See Exhibit "A" Attached)

which premises are located in Tyler County, Texas, and are a portion of the property owned by Lessor described on Exhibit "A" attached hereto and hereby incorporated by this reference.

The term of this lease is for one (1) year, running from and including the 12th. day of December, 1980, up to and including the 12th. day of December, 1981, unless sooner terminated as herein provided.

The Lessee to have the exclusive right to the possession of the leased premises during the term hereof and may make such excavations and lay such foundations as may be necessary for buildings, trailers, fuel tanks, machinery and fixtures, and roads or roadways when and if necessary.

During the initial lease year of this lease, Lessee shall pay as base rent to Lessor the sum of FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS, payable in advance on the execution of this agreement.

It is understood and agreed by the parties hereto that the land herein involved is to be used as a materials storage site, to include storage of trucks, trailers, parts, spray materials,

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and the location of offices for Lessee in Tyler County, Texas. Lessee agrees to construct adequate fences surrounding the portion of the leased premises to be used for the storage of chemical spray materials so as to prevent access to such area by the general public.

Lessee may not assign this lease or any part thereof without the prior written permission of Lessor. Lessee may sublet the premises, or any part thereof, provided that Lessee shall, at all times, remain primarily responsible to Lessor for the payment of rentals due hereunder and the performance of all the terms and conditions hereof. No subletting shall, in any manner, be for any term greater than that granted Lessee herein.

Lessee accepts the premises in its present condition and subject to any and all defects, whether patent or latent, known or unknown. Lessee agrees to keep, defend and hold Lessor harmless from any liability or claim for damages or loss to persons or property both real or asserted, accruing from any cause or causes in, on or connected with or about the leased premises, or arising out of Lessee's occupancy of said premises, including, but not limited to, claims by Lessee, its customers, its employees or others.

Lessee agrees to procure and maintain a policy or policies of insurance at its own cost and expense, insuring Lessor and Lessee from all claims, demands or action for injury to or death of any one person in an amount of not less than \$100,000.00 and for injury to or death of more than one person in any one accident to the limit of \$300,000.00, and for damage to property in an amount of not less than \$50,000.00 made by or on behalf of any person or persons, firm or corporation arising from, related to or connected with the conduct and operation of Lessee's business on the leased premises. Lessor shall pay at its expense all ad valorem taxes, if any, on the leased premises.

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Lessee shall pay at its expense all personal property tax levied upon the personal property on the demised premises during the term of this lease, or any extension thereof.

It is understood and agreed that the leased premises, during the term hereof and any extensions thereof, may be used and occupied by Lessee as a material storage site and for all other legal, commercial business operations conducted in connection therewith. Lessee agrees that in the conduct of its business it will abide by all state and federal laws.

Lessee agrees to be responsible, at Lessee's cost and expense, during the term of this lease and any extensions thereof, for keeping the leased premises free of all weeds to the extent necessary or required to comply with all health and environmental requirements, and shall keep the leased premises mowed at all times. In the event Lessee fails to properly keep the leased premises in a condition meeting all health and environmental requirements, Lessor may do so at Lessee's expense, and Lessee shall reimburse Lessor for the cost thereof. Lessee will surrender the leased premises at the expiration or termination of this lease free and clear of litter and trash, and further agrees to remove all buildings, trailers, tanks, and other materials used by Lessee in the operation of its business.

Lessee shall provide and pay for all utilities to the leased premises, including, but not limited to, gas, water and electricity, if any be necessary.

Lessee may place or install on the leased premises such trade fixtures and equipment as Lessee shall deem desirable for the conduct of business therein. Upon the expiration of this lease, Lessee may remove from the leased premises all such equipment, fixtures and merchandise, provided Lessee is not then in default with respect to any of Lessee's rental obligations or other obligations hereunder, and provided further that such

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removal shall be performed in a workmanlike manner, leaving the premises in good condition.

All rents, reports and notices shall be given either to Lessor or to Lessee in writing delivered by mail or in person. Notices, if given by mail, shall be sent by Registered or Certified Mail, postage prepaid. If to Lessor, they shall be addressed to Lessor, Honorable Allen Sturrock, Tyler County Courthouse, Woodville, Texas, 75979, or such other address as Lessor may, from time to time, designate by written notice to Lessee. If to Lessee, they shall be addressed to Lessee at P. O. Box 7241, Shreveport, Louisiana, 71107, or such other address as Lessee may, from time to time, designate by written notice to Lessor.

It is expressly agreed and understood that in the event Lessee (1) shall fail to pay any annual rent herein provided for when it shall mature and become due and payable, or (2) shall fail for thirty (30) days to do and perform any other act, obligation or thing herein agreed by Lessee to be done and performed by Lessee, then Lessor may, at Lessors' option, declare this lease terminated, and upon giving written notice to Lessee of such election, as herein provided, this lease shall thereupon cease and terminate as fully, finally and completely as if it had expired by lapse of time, and Lessee shall thereupon surrender and deliver said premises to Lessor, paying Lessor any accrued rentals, damages or amounts otherwise then due. Thereafter, all rights and claims of Lessee in and to the use and enjoyment of such premises shall cease.

If the Lessee is adjudicated as bankrupt, or if a permanent receiver is appointed for any of Lessee's property, including any of Lessee's interest in the premises, and such receiver is not removed within sixty (60) days after written notice from the Lessor to the Lessee to obtain such removal; or if, whether

voluntary or involuntary, Lessee takes advantage of any debtor or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred or if the premises of Lessee' effects or interest therein shall be levied upon or attached under any process against Lessee, and not satisfied or dissolved within thirty (30) days after notice from the Lessor to the Lessee to obtain satisfaction thereof; then, in any of such events, the Lessor, at Lessors' option, may at once, during continuance of such default or condition, terminate this lease by written notice to the Lessee, whereupon, this lease shall end and be terminated. Should this lease be terminated by reason of the foregoing, the premises will be surrendered immediately by the Lessee, and upon failure to surrender the premises to Lessor, Lessor shall have the accumulative privilege of pursuing any remedy provided by law for obtaining possession of the premises as if the terminated Lessee were holding over beyond the term and/or for failure to pay rent, and the Lessor shall be entitled to recover any reasonable attorney's fees and costs incurred in connection therewith. The foregoing shall be without prejudice to any remedies which might otherwise be used for the collection of arrearages in rent or curing breaches of covenants contained herein.

It is specifically understood and agreed by the parties this lease will terminate on the last day of the term hereinbefore set forth without notice from either party to the other. Accordingly, in the event the Lessee remains in possession of the premises after the expiration of this lease or any extensions thereof, the Lessee shall be in wrongful possession of the premises and a trespasser and the Lessor shall have the right any time thereafter to evict the Lessee from the premises and remove Lessee and Lessee's property from the premises, and take any other action

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is to be performed at, and all rentals due and payable in Tyler County, Texas, where exclusive venue shall lie for all purposes.

The terms and conditions of this lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, devisees, legal representatives, successors and assigns.

In witness whereof, the parties hereto have hereunto set their hands on this the 16<sup>th</sup> day of December, 1980.

CHEM-AIR SOUTH, INC.

BY: David Sermons  
DAVID SERMONS  
Vice-President

COUNTY OF TYLER, STATE OF TEXAS

BY: Allen Sturrock  
HONORABLE ALLEN STURROCK,  
County Judge

Maxie Riley  
MAXIE RILEY, Commissioner

Jessie Leon Fowler  
JESSIE LEON FOWLER,  
Commissioner

H K Lowe  
KENNETH LOWE, Commissioner

Arthur Odem  
A. ODEM, Commissioner

THE STATE OF TEXAS §

COUNTY OF TYLER §

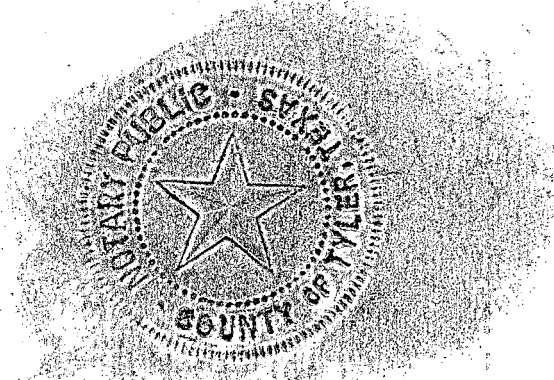
BEFORE ME, the undersigned authority, on this day personally appeared DAVID SERMONS, Vice-President of CHEM-AIR SOUTH, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 16<sup>th</sup> day of December, A.D., 1980.

W. L. Broockman  
NOTARY PUBLIC IN AND FOR  
TYLER COUNTY, TEXAS

My Commission Expires: 6-30-84  
Name: Rois L Broockman  
(typed or printed)

KINNEY & ALLISON  
ATTORNEYS AT LAW



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THE STATE OF TEXAS §

COUNTY OF TYLER §

BEFORE ME, the undersigned authority, on this day personally appeared HONORABLE ALLEN STURROCK, County Judge, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office on this the 16<sup>th</sup> day of December, A.D., 1980.

Jean Phillips  
NOTARY PUBLIC IN AND FOR  
TYLER COUNTY, TEXAS  
My Commission Expires: 1-31-81  
Name: JEAN PHILLIPS  
(typed or printed)

THE STATE OF TEXAS §

COUNTY OF TYLER §

BEFORE ME, the undersigned authority on this day personally appeared MAXIE RILEY, Commissioner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office on this the 16<sup>th</sup> day of December, A.D., 1980.

Jean Phillips  
NOTARY PUBLIC IN AND FOR  
TYLER COUNTY, TEXAS  
My Commission Expires: 1-31-81  
Name: JEAN PHILLIPS  
(typed or printed)

THE STATE OF TEXAS §

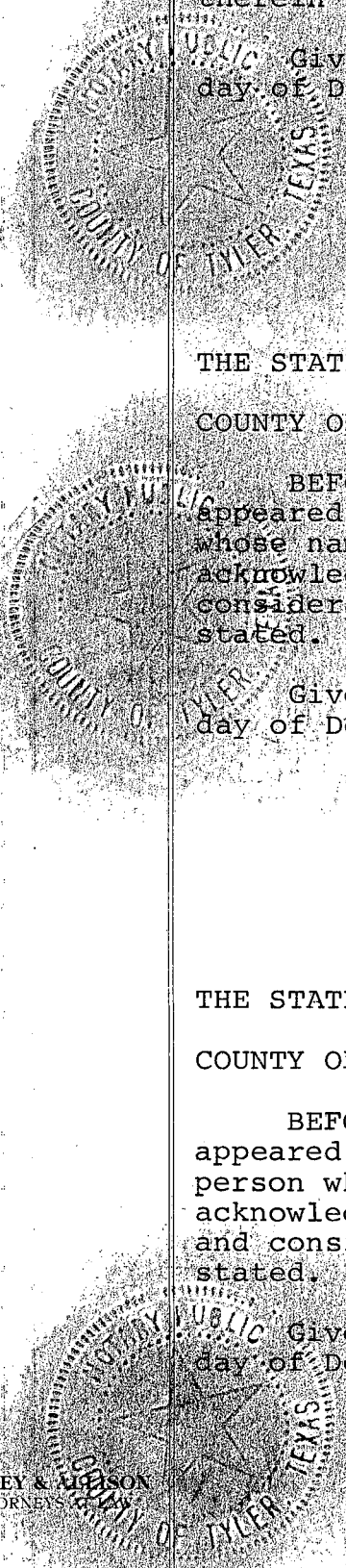
COUNTY OF TYLER §

BEFORE ME, the undersigned authority, on this day personally appeared JESSIE LEON FOWLER, Commissioner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office on this the 16<sup>th</sup> day of December, A.D., 1980.

Jean Phillips  
NOTARY PUBLIC IN AND FOR  
TYLER COUNTY, TEXAS  
My Commission Expires: 1-31-81  
Name: JEAN PHILLIPS  
(typed or printed)

KINNEY & ALPHEUS  
ATTORNEYS





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THE STATE OF TEXAS §

COUNTY OF TYLER §

BEFORE ME, the undersigned authority, on this day personally appeared KENNETH LOWE, Commissioner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office on this the 16<sup>th</sup> day of December, A.D., 1980.

Jean Phillips  
NOTARY PUBLIC IN AND FOR  
TYLER COUNTY, TEXAS  
My Commission Expires: 1-31-81  
Name: JEAN PHILLIPS  
(typed or printed)

THE STATE OF TEXAS §

COUNTY OF TYLER §

BEFORE ME, the undersigned authority, on this day personally appeared A. ODOM, Commissioner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

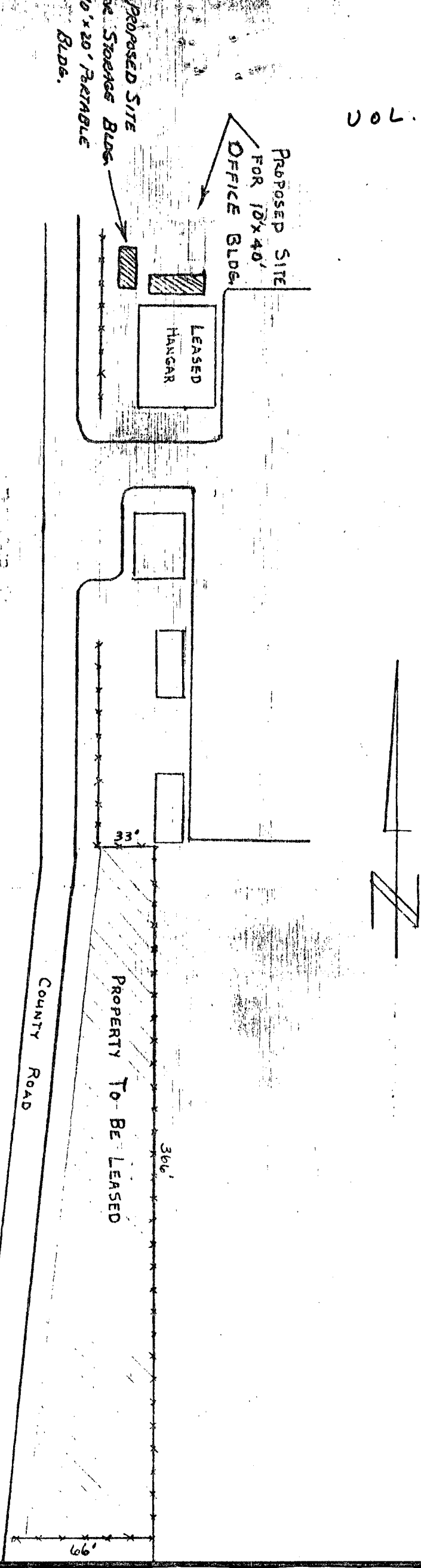
Given under my hand and seal of office on this the 16<sup>th</sup> day of December, A.D., 1980.

Jean Phillips  
NOTARY PUBLIC IN AND FOR  
TYLER COUNTY, TEXAS  
My Commission Expires: 1-31-81  
Name: JEAN PHILLIPS  
(typed or printed)

EXHIBIT "A"  
PAGE ONE OF TWO PAGES

BEING out of the James Blunt Survey, Abstract No. 7, Tyler County, Texas, and a portion of said tract of land described in Deed from International Paper Company to County of Tyler, State of Texas, dated April 5, 1960, recorded in Volume 177, Page 408, et seq., and a Correction Deed dated August 2, 1960, recorded in Volume 179, Page 541, et seq., Deed Records of Tyler County, Texas, reference being here made for a more particular description, said leased premises being more fully described on the attached plat.

EXHIBIT "A"  
PAGE TWO OF TWO PAGES



NOTICE OF TIME AND PLACE OF MEETING

COMMISSIONERS COURT  
TYLER COUNTY, TEXAS

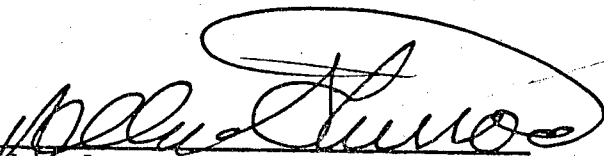
THIS NOTICE POSTED IN ACCORDANCE WITH V. A. T. S. - ART. 6252-17

NOTICE is hereby given that Commissioners Court will hold it's  
Special meeting on FRIDAY, DECEMBER 12 19 80 at 10:00 A.M.  
in the Commissioners Courtroom, First Floor, Tyler County Courthouse.

A G E N D A

1. APPROVE PAYING BILLS FROM AUDITORS OFFICE.
2. AUTHORIZE COUNTY JUDGE TO SIGN FOR COUNTY H.U.D. GRANT APPLICATION.
3. CONSIDER APPROVING BUDGET FOR 1981.
4. CONSOLIDATION OF FUNDS.
5. CONSIDER TABLED BIDS ON TRACTOR.

6. *Approval of lease with Chem-Air in south, concerning air-port!*  
*Jd.*

  
Allen Sturrock, County Judge  
Tyler County, Texas

NO. \_\_\_\_\_ TIME: 10:00 AM  
PM

DEC 12 1980

GRACE BOSTICK, COUNTY CLERK  
TYLER COUNTY, TEXAS  
BY: *Grace Bostick*