FILED FOR RECORD 2-23DULY RECORDED: 2-25INSTRUMENT NO:

GRACE BOSTICK, TYLER CO. CLK.

TYLER COUNTY COMMISSIONER'S COURT SPECIAL MEETING FEBRUARY 12, 1982

A Special Meeting of the Commissioner's Court, met on Friday February 12, 1982 at 10:00 A.M. All members being present. The meeting was opened with prayer by Rev. Latta.

A motion was made by Commissioner Odom and seconded by Commissioner Riley to approve of paying the monthly bills, as submitted by County Auditor Ann Nichol. All **Voted** yes and none no. Attached.

A motion was made by Commissioner Odom and seconded by Commissioner Mahan to table the designation of County Roads, until the Regular Meeting in March. 1982. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Commissioner Odom to form a committee to work out a solution, concerning the County Garbage; Attorney Smith to serve as chairman and every commercial hauler to be a member. On Friday February 26, this solution will be presented to the Commissioners Court. All voted yes and none no. A Resolution to be prepared.

RECESS----IN SESSION

A motion was made by Commissioner Riley and seconded by Commissioner Mahan to renew the Lease as it is and amendmentstto be added. All voted yes and none no. See attached. This is the Lease with Chem-Air South, Inc.pBox, 724rShmeveport, La. 71103., at the Airport, for one year.

A motion was made by Commissioner Riley and seconded by Commissioner Mahan to advertise for Bids on Radios for the Commissioners and a Base Radio. All voted yes and none no.

A motion was made by Commissioner Lowe and seconded by Commissioner Mahan to prepare a Resolution authorizing the County Judge to transferthe House Title from the County to the Tyler County Youth Development Center. All voted yes and none no.

A motion was made by Commissioner Lowe and seconded by Commissioner Mahan to prepare a Resolution for the County Judge to sign the Deed on conveyance of the Rockland Rock Pit. All voted yes and none no.

A motion was made by Commissioner Odom and seconded by Commissioner Riley to accept the Bid of Gulf Welding Supply Co. 391 So. Wheeler, Jasper, Texas 75951, for a Welding Machine for Pct. #4. The price of \$1413,00. All voted yes and none no. See Attached.

There being no further business, the meeting adjourned:

SIGNED: Allen Sturrock, County Judge

Marie Maxie Riley, Comm. Pct. #1

H.K. Lowe, Comm. Pct. #2

har Jerry Mahan, Comm. Pct. #3

Berton Adnell Odom, Comm. Pct. #4

ATTEST Some Postick, County Clerk

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LEASE AGREEMENT

THE STATE OF TEXAS S
COUNTY OF TYLER S

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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 nereof 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,

VEY & ALLISON FORNEYS AT LAW

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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 occupance 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

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

CINNEY & ALLISON
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NOTICE OF TIME AND PLACE OF MEETING

COMMISSIONERS COURT TYLER COUNTY, TEXAS VOL 007 PAGE 73

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, FEBRUARY 12 1982 at 10:00 A.M. in the Commissioners Courtroom, First Floor, Tyler County Courthouse.

AGENDA

- 1. APPROVE PAYING BILLS FROM AUDITORS OFFICE
- 2. DESIGNATE COUNTY ROADS.
- 3. GARBAGE FEES FOR COMMERCIAL HAULBRS.
- 4. RENEW LEASE WITH CHEM-AIR FOR ANOTHER YEAR.
- 5. AIRPORT RENTAL FOR HANGERS.
- 6. RADIOS FOR COMMISSIONERS.
- 7. TRANSFER HOUSE TITLE FROM COUNTY TO TYLER COUNTY YOUTH DEVELOPMENT CENTER.

Allen Sturrock, County Judge

Tyler County, Texas

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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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ATTORNEYS AT LAW

available to Lessor at law or equity to regain possession of the premises, and Lessee shall be obligated to pay to Lessor all expenses incurred by Lessor in connection with any such eviction or other action, including reasonable attorney's fees. Further, Lessee will be liable for any other damages which Lessor may sustain resulting from Lessee's wrongful possession, including reasonable attorney's fees Lessor may sustain in connection with any suit brought by Lessor against Lessee resulting from any other such damages. However, Lessor grants Lessee an option to renew this lease for a period of one (1) year after the expiration of its original terms, on the same terms as this lease, except that the extension will be subject to increase in additional rent. Lessee shall give Lessor written notice of its intention to renew at least sixty (60) days prior to the expiration of this lease.

MISCELLANEOUS PROVISIONS

- A. <u>WAIVER</u>: Waiver or failure on the part of the Lessor to complain of any action or inaction on the part of the Lessee, no matter how long the same may continue, shall never be deemed to be a waiver by the Lessor of any of Lessors' rights hereunder. Further, it is covenanted and agreed that no waiver at any time of the provisions hereof by the Lessor shall be construed as a waiver of any of the other provisions hereunder, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval by the Lessor to or for any action by the Lessee requiring Lessors' consent or approval shall not be presumed as approval or consent for any subsequent similar act by the Lessee.
- B. GOVERNING LAW: This lease shall be governed exclusively by the provisions hereof and by the laws of the State of Texas, as the same may, from time to time, exist. Moreover, this lease

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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 _____ day of December, 1980.

CHEM-AIR SOUTH, INC.

Vice-President

COUNTY OF TYLER, STATE OF TEXAS

County Judge

Commissioner

ODOM, 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

day of December, A.D., 1980.

TYLER COUNTY, TEXAS

My Commission Expires: 6-30-84

Name:

KINNEY & ALLISON ATTORNEYS AT LAW

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 day of December, A.D., 1980.

NOTARY PUBLIC IN AND FOR

TYLER COUNTY, TEXAS My Commission Expires: /-3/-8/
Name: JEAN PHILIPS
(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 day of December, A.D., 1980.

NOTARY PUBLIC IN AND FOR

TYLER COUNTY, TEXAS

My Commission Expires:

Name: JEAN PHILLIP

(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.

 $\frac{108}{100}$ Given under my hand and seal of office on this the $_$ day of December, A.D., 1980.

NOTARY PUBLIC IN AND FOR TYLER COUNTY, TEXAS

My Commission Expires: 1-3/-8/Name: JEAN PHILIPS
(typed or printed)

THE STATE OF TEXAS

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COUNTYOF 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

Given under my hand and seal of office on this the day of December, A.D., 1980.

NOTARY PUBLIC IN AND FOR

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 day of December, A.D., 1980.

NOTARY PUBLIC IN AND FOR

TYLER COUNTY, TEXAS

My Commission Expires: /
Name: JEAN PHILIPS
(typed or printed)

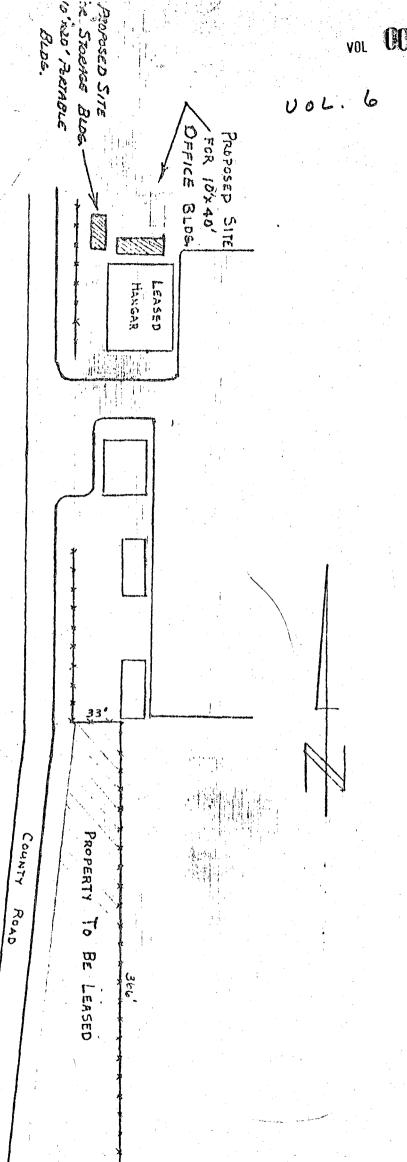
Tary & ALLISON SYEYS AT LAW

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.

Pg.

EXHIBIT "A"
PAGE TWO OF TWO PAGES



66

Gulf Welding Supply Co.

391 SOUTH WHEELER - U. S. HIGHWAY 96

TELEPHONE (713) 304-4961--384-5459

JASPER, TEXAS 75951

2-10-82

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Tyler county Pct. #4

We Wish To Quote:

1 Roughneck 2E Miller Gasoline driven welding 200 Amp AC welding current, Sattery+ Electric States

3500 Amp Electric Generating power at 115 or 230 volt.

\$1305.00

1 2BWA Cable, Hoods, Holder, and Ground Clamp Kit

\$108.00

Total 14 50

Serviced out and ready for use.

D. R. Ballow

VOL- CO7 PAGE 82 ETOX welding Suppley Jaspen - De Roughneed & F miller fora 2. Better, & Starte (3) 3500 Amp Hen. at 115 or 220 Walt. (4) 2 Bwa Cable Hood, 12 ground Clarge \$1647,80

TYLER COUNTY, TEXAS MONTH OF JAN. 1982 TRAVEL RECORD AND CLAIM FOR REIMBURSEMENT

Date	Speedometer Beginning	Speedometer Ending	Area of Work	Purpose	Total Miles
28	28775	29045	Colleg Station	TZYAS Fish Conference	268
					,
				is they six	
	es <u>268</u> @ 18¢ per m ther allowable expenses:	nile.\$ 167.00			•

	\$
	\$
	\$
	\$ I hereby certify that the mileage
	\$ true and that all miles were travel
	\$ duties as a county official/employed that no part of above claim has been
•	\$ allowed by the budget.
Total Expenses Claimed	\$ Cluster Employee/Offi

claimed is just and led in performing ee. I further state en paid and is

TYLER COUNTY, TEXAS MONTH OF Feb TRAVEL RECORD AND CLAIM FOR REIMBURSEMENT

Date	Speedometer Beginning	Speedometer Ending	Area of Work	Purpose	Total Miles
21	30214	30454	Houston	Live stock Show Houston 4-H"	240
25-28	30701	30990	Houston	Houston "4-H" Livestock Show	289

Total Miles 529 @ 18¢ per mile \$ 1/32.25 Itemize other allowable expenses: "Road Ruvner Motel 80.55 "3-day allowed by the budget. Total Expenses Claimed.

I hereby certify that the mileage claimed is just and true and that all miles were traveled in performing duties as a county official/employee. I further state that no part of above claim has been paid and is

Employee/Official

TYLER COUNTY, TEXAS MONTH OF March 1982 TRAVEL RECORD AND CLAIM FOR REIMBURSEMENT

Date	Speedometer Beginning	Speedometer Ending	Area of Work	Purpose	Total Miles
	30990	3/23/	Houston	Hourton "4-H"	241
6	31357	31598	Houston	Houston Show	241
14	31934	32382	Sulphus Springe	Get 4-H Heifen	448
30	32929	33 189	Palestine	Get 4-H Heifer Pecan Progration Inservere Training	N 260
		//:			

		\$_			
		\$	 		
		<u> </u>	_		
	·	\$_	 .· ••	. I hereby certify that the mileage claimed is	iust and
	·				
·		\$_		true and that all miles were traveled in per	
		\$. \$	-	duties as a county official/employee. I fur	ther stat
		\$. \$ \$	- .	duties as a county official/employee. I fur that no part of above claim has been paid an	ther stated is
Total Expenses C	laimed	\$ \$		duties as a county official/employee. I fur that no part of above claim has been paid an	ther stated is

Tyler Co. Enf. Ser.

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, FEBRUARY 12 1982 at 10:00 A.M. in the Commissioners Courtroom, First Floor, Tyler County Courthouse.

AGENDA

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Allen Sturrock, County Judge

Tyler County, Texas

NO. TIME 9:10 A

FEB 0 8 1982

GRACE BOSTICK, COUNTY CLERK

TYLER COUNTY, TEXAS

BY: TEXAS