

The Board of County Commissioners of Walton County, Florida, met in Regular Session on this, Tuesday, November 3th. 1949, with the following members present and participating: Chairman, L. E. Gill, Commissioners, M. C. Burke, E. A. Bodiford, Newton Rinote, and J. D. Sharon, being all the members of said Board, together with Kate Gillis, Clerk.

The following proceedings were had and done:

The Board considered all bills on file against the various County Funds and those that were found legally due and correct were ordered paid and warrants drawn therefor. Upon motion of Commissioner, Burke, seconded by Commissioner, Sharon, and duly carried by the unanimous vote of all, as follows, to-wit:

From the General Revenue Fund	§
From the Fine & Forfeiture Fund	§
From the Road & Bridge Fund	§
From the County Service Officers Fund	§

For a more detailed list of warrants drawn, see Supplemental Minute Book 3.

The Auditor's Report No. 3370 on the offices of Tax Collector, Tax Assessor, County Judge and Sheriff, dated October 5th. 1949, filed October 20th. 1949, was presented and examined by the Board and ordered filed accordingly.

Upon motion of Commissioner, Bodiford, seconded by Commissioner, Burke, and duly carried, it was ordered that Alton Kenfroe, Tax Collector, be authorized to purchase an Adding Machine for his office.

Charles D. Stiller presented a Plat of Baygrove, a Subdivision in Walton County, Florida, for filing. Upon motion of Commissioner, Bodiford, seconded by Commissioner, Sharon, and duly carried by the unanimous vote of all, it was ordered that this Plat be filed in the Clerk's Office according to law.

Health Reports for September and October, filed.

The following equipment lease was entered into by Burford-Toothaker Tractor Company, Lessor, and Walton County, Lessee, as follows:

EQUIPMENT LEASE

BURFORD-TOOTHAKER TRACTOR COMPANY, herein referred to as lessor, leases to the under- signed lessee for the term 24 months, beginning 11/1/49 194__, the following equipment:

1 "Caterpillar" No. 112 Motor Grader, Serial No. 3U1430

to be used by lessee at Walton County, Florida.

Lessee agrees and obligates itself as follows:

- (1) To pay lessor rental at the rate of \$390.00 per month payable in advance from the date of shipment until the date the equipment is returned to lessor; Lessor gives Lessee option of purchasing above equipment at any time during the term of this lease for \$9355.35 with all rentals paid to apply on purchase price.
- (2) To pay all transportation charges to the point of delivery and in return- ing the equipment:
- (3) To be responsible for the care, maintenance and repair of said equipment until its safe return to the lessor and to pay for all necessary repairs except those caused by defective parts or workmanship;
- (4) To pay for all damage caused by lack of proper lubrication or other neglect of lessee or lessee's employees or other persons using said equipment while in lessee's possession regardless of whether the damage is discovered while in possession of lessee or upon inspection when equipment is returned to lessor;
- (5) To indemnify lessor against any loss, liability, damage or expense which it may incur by reason of any claim made by third parties grow- ing out of the operation of said equipment;
- (6) To return said equipment to lessor at the end of this lease in as good order as that in which it was received, normal wear and tear excepted;
- (7) Not to sublet equipment or assign this lease or any rights hereunder without the written consent of lessor.

Lessor shall not be liable for loss or damage due to accidents which may occur in the operation of said equipment nor shall lessor be liable for delays due to defects in said equipment

or its failure to perform or for any delay in the delivery of said equipment or removal or return thereof.

In the event of the failure of lessee to pay any installment of said rent or to perform any of the other obligations herein imposed upon lessee or in event said equipment is in lessor's judgment being abused or neglected or damaged in any way in excess of ordinary or reasonable wear and tear, lessor, its agents, attorneys or other representatives, shall have the right upon twenty-four hours notice to enter upon any premises where said equipment may be located and repossess and remove same without refunding any rents paid in advance.

WITNESS the signatures of the parties on this 3 day of November, 1949.

BURFORD-TOOTHAKER TRACTOR COMPANY, Lessor

By Harry H. Toothaker

Pres.

Walton County

Lessee

ATTEST:

Kate Gillis
Clerk

By L. E. Gill, Chairman

There being no further business, the Board adjourned.

APPROVED: _____
Chairman

ATTEST:

_____ Clerk