

P. O. BOX 1649  
2806 W. BEAVER STREET  
JACKSONVILLE, FLORIDA 32201



P. O. BOX 687  
SR 326 AND 175  
OCALA, FLORIDA 32670

*Tractor & Equipment Co., Inc.*

P. O. BOX 3826 • 1400 S. ORANGE BLOSSOM TRAIL • ORLANDO, FLA. 32802

REPLY TO P.O. Box 3826  
Orlando, Florida

April 9, 1973

Board of County Commissioners  
Nassau County  
D. O. Oxley, Clerk  
Fernandina Beach, Florida 32034

Gentlemen:

Enclosed you will find a paid-up equipment lease on Nassau County's Galion model T-500 series "A" motor grader.

I would also like to enclose my "Thanks" for the excellent manner in which this account has been handled.

We at State Tractor invite your business, and if there is anything we can do for you just give us a call. Our Service Department and enlarged Parts Department are just two of the ways we might serve you further.

Thank you,

STATE TRACTOR & EQUIPMENT CO., INC.

John H. Pinder  
Asst. Secretary-Treasurer

JHP/bm  
Enclosure

LEASE AGREEMENT

THIS AGREEMENT, Made and Entered into this 30th day of November, A. D. 1971, by and between STATE TRACTOR & EQUIPMENT COMPANY, INC., with its principal place of business at Jacksonville, Duval County, Florida, hereinafter designated as "Lessor", and the BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY, FLORIDA, hereinafter designated as "Lessee".

WITNESSETH: In consideration of the sum of One (\$1.00) Dollar, receipt of which is hereby acknowledged by the Lessor, and in further consideration of the payments, covenants and agreements hereinafter stipulated and subject to all of the conditions hereof and including the warranty, the Lessor does hereby lease and let unto said Lessee for a term subsequent to November 30, 1971; the following described personal property, to-wit:

One (1) New Galion Model T-500 Series "A" Motor Grader powered with Cummins C-464C Diesel Engine, 55 AMP HD Alterator, Defroster Fan, Enclosed Deluxe Cab with Safety Glass, 28,000 BTU Heater, 12-Ton Hydraulic Jack, Rear View Mirror, 14' Moldboard, 24-Volt Starting System, 11-Tooth Scarfier, 14.00 x 24 10-PR Tires on 10" Rims, Windshield Wipers Front & Rear, Directional Signals, Standard Lights, Two White Headlights, Two Combination Tail & Stop Lights, Painted White and all other standard equipment.  
SN: T-500A-CC-04172  
EN: C464-C160-759091

said equipment having been delivered to the Lessee at Hilliard, Florida, on or about November 30, 1971.

1. The Lessee hereby acknowledges receipt of said equipment in good condition and for the use thereof for said term, stipulates and agrees to pay to the Lessor as rental thereof, the sum of \$23,641.00, to be paid to the Lessor, without interest, in Two (2) equal payments of \$11,820.50 each, with the first payment commencing on the 30th day of March, 1972, and the final payment due and payable the 30th day of March 1973. The above specified rental in the sum of \$23,641.00 based on the rental of One (1) New Galion T-500A Motor Grader.

2. It is further agreed that said Lessee during the term of this Lease will use said equipment in a careful and prudent manner, keeping the same in good repair and properly housed when not in use, pay all license and other taxes assessed or charged thereon or for the use thereof and will not sublet or in any way dispose of said property or any part thereof, will repair all damage done thereto in the use or operation of said equipment and at the end of the term will peaceably surrender the possession of said equipment to Lessor in as good condition as when received, ordinary wear and tear alone expected, will protect and hold Lessor harmless from all loss or expense on account of claims of any person or persons for damages arising from the use or operation of said equipment, will not use or permit the use of said equipment for any other purpose except for its own use.

3. It is further agreed that if any time Lessee defaults in any of the payments or terms and conditions of this agreement, it will upon demand of Lessor immediately surrender possession of said equipment to Lessor or its authorized agent shall have the right to take immediate possession thereof wherever it may be found, without or with recourse of law, recover from said Lessee for any and all injury done to said property and the Lessee hereby waives any and all right to bring any action or actions for torts whatsoever against said Lessor or its agents and in case possession is so taken, the right of the Lessor to collect the balance of the unpaid rental shall not in any way be affected.

4. It is further agreed that at any time during the term for which this Lease is made, the Lessee shall have an option to purchase said equipment at the agreed price of \$23,641.00 payable in cash at the time of exercising such option. If Lessee elects to exercise such option, all payments theretofore made as rental shall be credited as part of the said purchase price.

5. This lease and all the terms and conditions thereof shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

STATE TRACTOR & EQUIPMENT CO., INC.

(CORPORATE SEAL)

ATTEST: *E. J. McClelland*  
E. J. MCCLELLAND  
Secretary-Treasurer

BY: *Morris McClelland*  
MORRIS MCCLELLAND, President

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_

Witness as to Lessor

(SEAL)

BOARD OF COUNTY COMMISSIONERS,  
NASSAU COUNTY, FLORIDA.

ATTEST:

BY: *John F. Armstrong Sr.*  
JOHN F. ARMSTRONG, SR.  
Chairman

*D. O. Oxley*  
D. O. OXLEY, Clerk

Signed, sealed and delivered  
in the presence of:

*[Signature]*

*[Signature]*

Witnesses as to Lessee



STATE OF FLORIDA

COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MORRIS MCCLELLAND and E. J. MCCLELLAND, well known to me to be the President and Secretary-Treasurer respectfully of the corporation named as Lessor in the foregoing instrument, and they severally acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 14 day of ~~November~~ A. D. 1971.  
DECEMBER

John H. Pinder, Jr.  
NOTARY PUBLIC

State of Florida at Large  
My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires July 25, 1975

Bonded By American Fire & Casualty Co.

STATE OF FLORIDA

COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN F. ARMSTRONG, SR. and D. O. OXLEY to me well known and known to be the Chairman and Clerk respectively of THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, and they acknowledged before me that they executed the foregoing instrument in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them and that the seal affixed thereto is the true seal of the Board of County Commissioners, Nassau County, Florida.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of ~~November~~ A. D. 1971.  
DECEMBER

Deborah King  
NOTARY PUBLIC

State of Florida at Large  
My commission expires:

Notary Public, State of Florida at Large  
My commission expires Dec. 26, 1971

**PAID**

STATE TRACTOR & EQUIPMENT CO., INC.

By J. Pinder

Assignment

For value received, the within Contract, and the property therein described, and all right, title, and interest of the undersigned dealer are hereby sold, assigned, and transferred to the First National Bank at Orlando, Orlando, Florida and its successors and assigns under the provisions and covenants of Dealer Contract in effect between the undersigned dealer and said bank.

STATE TRACTOR & EQUIPMENT CO., INC.

Date: December 20, 1971

BY: E. J. McClelland  
E. J. McClelland, Secretary-Treasurer

Assignment

For value received, the within Contract, and the property therein described, and all right, title, and interest of the undersigned dealer are hereby sold, assigned, and transferred to the First National Bank at Orlando, Orlando, Florida and its successors and assigns under the provisions and covenants of Dealer Contract in effect between the undersigned dealer and said bank.

STATE TRACTOR & EQUIPMENT CO., INC.

Date: December 20, 1971

BY: E. J. McClelland  
E. J. McClelland, Secretary-Treasurer