

CONTRACT

This Contract is made and entered into between **Morgan Aaron and wife, Katy Aaron**, hereinafter called "Seller" and **Panola County, Texas, a governmental entity**, hereinafter called "Buyer" for excavation and removal of clay from that certain property described as follows:

That certain tract or parcel of land located in Panola County, Texas and being more particularly described as being 513 FM 3359 in Panola County, Texas and described on Exhibit A attached hereto.

1) Seller grants and conveys to Buyer all of Seller's right, title, and interest for the purchase and exclusive right to remove all of the clay on the property described herein for one (1) year from the date of this Contract. Seller warrants good and marketable title to the clay and the free, open, and uninterrupted ingress and egress to the property and clay to Buyer.

2) Buyer agrees to pay Seller the sum of \$0.50 per cubic yard for the clay removed from these property together with a monthly use fee of \$25.00 per month for each month the clay is removed. These amounts are payable on the 15th day of the following month in which the clay is removed.

3) Seller agrees the Buyer shall store equipment or stockpile materials on the Buyer's property.

4) Buyer agrees upon the removal of the clay from the property Buyer will restore the mined areas used by Buyer to the existing contours.

5) Seller WARRANTS, COVENANTS, AND AGREES that there are not any liens upon said clay nor any restrictions limiting or preventing this sale and conveyance by Seller in accordance with the terms hereof and that Seller has good right, power, and authority to convey the full title to said clay and easement to Buyer without the joinder or consent of any other person. In the event Buyer is prevented from removing any or all of such clay due to a claim by a third party, regardless of the basis for such claim, then, in addition to holding the Buyer harmless and indemnifying Buyer from any and all costs, expenses, or damages arising therefrom, Such costs, expenses, and damages shall be paid to Buyer from Seller as such is incurred by Buyer.

TO HAVE AND TO HOLD the above-described clay and said easement, subject to the terms and conditions hereof, together with all and singular the rights and appurtenances thereto in anywise belonging unto Seller and his heirs and assigns; and Seller does hereby bind its heirs, legal representatives and assigns, to WARRANT and FOREVER DEFEND all and singular the said clay and easement unto BUYER and its assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Signed the 14th day of January 2016.

SELLER:

By: *Morgan Aaron*
Morgan Aaron
Kathy Aaron
Kathy Aaron

BUYER:

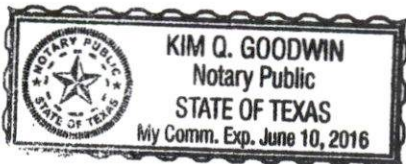
By: *William Jones*
Panola County, Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF PANOLA §

This instrument was acknowledged before me on 1-14, 2016 by Morgan Aaron and Kathy Aaron.

Kim Q. Goodwin
NOTARY PUBLIC, State of Texas



L. S. SANFORD A-912

VASHTI GIBBS

JESSE

A-231

A-539

#10

25 AC

#30

9.15 AC
#40
#50

14.57 AC
#60

248.035 AC
#10

13.11 AC
#100
101.03
#90

15.29 AC
#105

14.65 AC
#160

80.75 AC
#130

#150

#150-10

#153

9.48 AC
#50
#60

35.93 AC
TOT.
#70
#71
#72

3.64 AC
#40

2.64 AC
#80

9.48 AC

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9.48 AC
#130

22.0 AC
D. CARTER

19.12 AC
#539
#26

10 AC
M. WHITEHEAD
#28

14.435 AC
J. WHITEHEAD

6.67 AC
B. M. MULLIGAN

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FM 3359

7.80 AC

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Clay # 810

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