



County of Panola

110 S. Sycamore • Room 216-A
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County Commissioners
Ronnie LaGrone, Pct #1
John Gradberg, Pct #2
Frank R. Langley, Jr., Pct #3
Dale LaGrone, Pct #4

November 14, 2016

Ms Zelma Ree Perkins
215 CR 3232
DeBerry, Texas 75639

Mr Phillip Bernard Perkins
521 Yarrow Drive
Semi Valley, California 93056

Mr Roy Chester Perkins
3112 Crane Street
Houston, Texas 77026

Ms Valerie Perkins
826 East 92nd Street
Los Angeles, California 90002

Mr Benjamin Dewayne Perkins
37 Crehore Road
Chestnut Hill, Massachusetts 02467

Ms Shakevia Ciqana Harris
c/o 215 CR 3232
DeBerry, Texas 75639

Re Limmer Perkins Pit Lease Agreement

Dear Heirs

This letter is to advise that the Panola County Commissioners' Court, while meeting in Regular Session, this date voted to terminate the Pit Lease Agreement dated November 13, 1998 between Limmer Perkins and Panola County effective December 31, 2016

In that regard, as an heir of Limmer Perkins, you will find enclosed a Request for Payment and Full Release of All Claims and Liability. This Release must be signed in the presence of a Notary Public. The amount owed Ms Perkins heirs totals \$2,325.00 to be paid as follows:

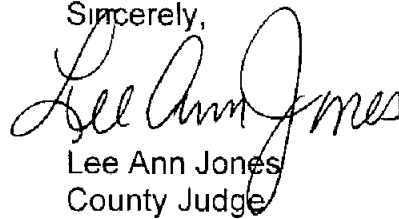
Zelma Ree Perkins (1/4)	\$581.25
Roy Chester Perkins (1/4)	\$581.25
Benjamin Dewayne Perkins (1/12)	\$193.75
Phillip Bernard Perkins (1/12)	\$193.75
Valerie Perkins (1/12)	\$193.75
Shakevia Ciqana Harris (1/4)	\$581.25

Limmer Perkins Heirs
November 14, 2016
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Also enclosed is a W-9 which requires your execution as well. After you have executed the Release and W-9, please return both original documents to my office. Upon receipt of all the Releases and W-9s, the County will issue payment as shown above.

If you have any questions, please feel free to contact me

Sincerely,



Lee Ann Jones
County Judge

LAJ

Enclosures

cc Frank R. Langley, Jr., Commissioner
Sidney Burns, County Auditor
Robert Underwood, Attorney at Law

REQUEST FOR PAYMENT AND FULL RELEASE OF ALL CLAIMS AND LIABILITY

Whereas, Limmer Perkins and Panola County, Texas made and entered into a written Agreement on November 13, 1998 concerning the use of Forty (40) acres of land in the Wm. English and Matthew Ashton Survey, Panola County, Texas for acquiring dirt, mixing oil and providing clay for road construction

Whereas, effective December 31, 2016 Panola County shall not need such tract and wishes to terminate the Agreement on such date without any further liability for any monthly payments or remediation work, and at such time the total sum of \$2,325 00 is owed by Panola County.

Whereas, Limmer Perkins died on March 08, 2013, and the Affidavit of Heirship filed in Volume 1888 Page 764 of the Official Public Records of Panola County, Texas contains the following individuals to be his sole surviving heirs and their respective ownership interests:

- (1) Zelma Ree Perkins, 215 CR 3232, Deberry, Texas 75639, an undivided one-fourth (1/4th) interest
- (2) Roy Chester Perkins, 3112 Crane St., Houston, Texas 77026, an undivided one-fourth (1/4th) interest
- (3) Benjamin Dewayne Perkins, 37 Crehore Road, Chestnut Hill Massachusetts 02467, an undivided one-twelfth (1/12th) interest
- (4) Phillip Bernard Perkins, 4363546 Street West, Lancaster, California 93036, an undivided one-twelfth (1/12th) interest
- (5) Valerie Perkins, 826 East 92nd Street, Los Angeles, California 90002, an undivided one-twelfth (1/12th) interest
- (6) Shakevia Ciqana Harris, % Zelma Ree Perkins, an undivided one-fourth (1/4th) interest

That the undersigned heirs of Limmer Perkins have voluntarily asked payment of the fees and for termination of the Agreement and do hereby and for themselves, their heirs, executors, administrators, successors and assigns release, acquit and forever discharge Panola County, Texas, its agents, servants, successors, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen injuries and property damage and fees and the consequences thereof resulting from any use of the forty acres by Panola County, and represents the foregoing named individuals are the only sole surviving heirs of Limmer Perkins, and Limmer Perkins was the sole owner of the forty acres in 1998 since his wife, R C Perkins, predeceased him in 1993

The undersigned understands and agrees Panola County may remove all materials stockpiled such as gravel, reclaimed asphalt paving, and other County materials on the forty acre tract after the termination date of December 31, 2016

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital

The undersigned expressly indemnifies Panola County and agrees to hold Panola County harmless from any and all losses claimed by the undersigned relating to the use of the forty acres and agrees to the termination of the Agreement

Do not sign this release if you do not understand it and if you do not fully agree to the full release of liability and the total amount of payment of \$2,325 00

Signed this ____ day of _____, 2016

Signature
Print Name: _____
Address: _____

Telephone No.: _____
SS #: _____

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016,
by _____

NOTARY PUBLIC, State of _____