

CONTRACT

This Contract is made and entered into between **Morgan Aaron**, hereinafter called "Seller" and **Panola County, Texas, a governmental entity**, hereinafter called "Buyer" for excavation and removal of topsoil and clay for construction and maintenance of County roads 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 topsoil and clay on the property described herein for as long as this Contract is in existence. Seller warrants good and marketable title to the topsoil and clay and the free, open, and uninterrupted ingress and egress to the property and topsoil and clay to Buyer.

2) Buyer agrees to pay Seller the sum of ONE and 25/100 DOLLARS (\$1.25) per cubic yard for the topsoil and clay removed from these property together with a monthly use fee of TWENTY-FIVE DOLLARS (\$25.00) per month for each month the topsoil and clay is removed. These amounts are payable on the 15th day of the following month in which the topsoil clay is removed.

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

4) Either party may terminate this Contract by giving thirty (30) days' notice.


5) Seller WARRANTS, COVENANTS, AND AGREES that there are not any liens upon said topsoil and 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 topsoil and 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 topsoil and 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 topsoil and 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 his 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 19 day of July 2017.

SELLER:

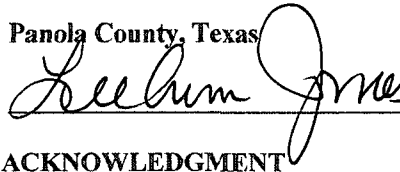
By:


Morgan Aaron

BUYER:

Panola County, Texas

By:


Leelum Jones

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF PANOLA §

This instrument was acknowledged before me on July 19, 2017 by Morgan Aaron



NOTARY PUBLIC, State of Texas



EXHIBIT A

All that certain 80.72 acre tract or parcel of land, more or less, situated in the VASHTI GIBBS SURVEY, Abstract No. 231 and the JESSE POPE SURVEY, Abstract No. 539, Panola County, Texas, being a part of a called 125.69 acre tract described in a Warranty Deed to the Veterans Land Board dated November 18, 1968, recorded in Volume 511, Page 556 of the Deed Records of Panola County, Texas, said 80.72 acre subject tract being the same land described as First Tract in the Correction Warranty Deed from Ronny Clyde McMillan and wife, Patricia Ann McMillan to Katy Ann McMillan Bagley and husband, Jonathan Clint Bagley, dated May 20, 2005, recorded in Vol. 1267, Page 737, Official Public Records, Panola County, Texas, and being more particularly described by metes and bounds as follows.

BEGINNING in the North Boundary Line of said Gibbs Survey at the Northeast Corner of a Church lot, iron stake;

THENCE South 90 degrees 00' 00" East 425.34 feet to a point on the North Boundary Line of said Gibbs Survey;

THENCE South 52 degrees 43' 07" East 1915.09 feet to an old occupied inner corner of the original tract, iron stake;

THENCE with occupied East Line of the original tract, South 02 degrees 00' 00" West 400 feet and South 02 degrees 45' 00" East 1101.5 feet to the old occupied Southeast Corner of the original tract, iron stake in the center of a dirt road, said road being 36 feet wide;

THENCE with the Center Line of said road as follows:

North 88 degrees 19' 00" West 548 feet,

North 80 degrees 48' 00" West 272 feet, and

North 86 degrees 00' 00" West 278 feet to the Center Line of the Deadwood and Logan public road, an iron stake located North 57 degrees East 31.2 feet;

THENCE with the Center Line of said public road as follows:

North 16 degrees 40' 00" West 500 feet,

North 33 degrees 00' 00" West 1046.0 feet, and

North 37 degrees 00' 00" West 757 feet to the West Boundary Line of the original 97 acres tract, iron stake in North Right-of-Way Line of said public road, being North 35.7 feet from said Corner, said public road being 60 feet wide;

THENCE North 00 degrees 00' 00" East 322.35 feet to the Southwest Corner of said Church lot, iron stake;

THENCE South 90 degrees 00' 00" East 268 feet to the Southeast Corner of Church lot, iron stake;

THENCE North 00 degrees 17' 01" East 297.88 feet to the PLACE OF BEGINNING, containing 80.72 acres of land, more or less.

STATE OF TEXAS

COUNTY OF PANOLA

FILED FOR RECORD

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of PANOLA County, Texas as stamped hereon by me.

Jul 17, 2012 03:01P

CLARA JONES, COUNTY CLERK
PANOLA COUNTY, TEXAS

OFFICIAL PUBLIC RECORDS

Jul 17, 2012 03:01P

CLARA JONES, COUNTY CLERK
PANOLA COUNTY, TEXAS

BY: Teresa Cord, Deputy