

County of Panola

110 S. Sycamore • Room 216-A
Carthage • Texas 75633
Phone 903-693-0391 • Fax 903-693-2726

County Judge
David Anderson

County Commissioners
Billy Alexander, Pct. #1
David Cole, Pct. #2
Craig Lawless, Pct. #3
Dale LaGrone, Pct. #4

September 13, 2022

Mr. Johnny Wayne Harrison
1057 CR 445
Carthage, Texas 75633

RE: Lease Agreement
Dated: January 23, 2018

Dear Mr. Harrison:

This letter is to inform you that Panola County will be cancelling the attached Lease Agreement effective October 13, 2022.

Sincerely,

David L. Anderson
County Judge

LEASE AGREEMENT

This agreement is made and entered into between JOHNNY WAYNE HARRISON, 1057 CR 445, Carthage, Panola County, Texas 75633, as Grantor and PANOLA COUNTY, TEXAS, a governmental subdivision of the State of Texas, as Grantee this 23rd day of January, 2018.

WHEREAS, JOHNNY WAYNE HARRISON is the owner of the following described land to-wit:

All that certain tract of land situated in Panola County, Texas, in the LARKIN R. BOOKER Survey A-54, being all of the Tract 2, called 10.373 acre tract, conveyed and described in a Partition Deed from Fred Harrison et al, and recorded in Volume 1946 Page 762 of the Official Public Records of Panola County, Texas, described on Exhibit A attached hereto.

And is desirous of allowing PANOLA COUNTY, to use such land for purposes of acquiring dirt and clay used in the construction and maintenance of roads in Panola County, Texas: and

WHEREAS, PANOLA COUNTY is desirous of obtaining a location to acquire dirt and clay and for the purpose of building and maintaining roads in Panola County, Texas.

THE PARTIES AGREE AS FOLLOWS:


Grantor does hereby grant to Grantee the exclusive right to use the above described property for the removal of dirt and clay for the purposes set out herein together with the free rights of ingress and egress to said property required by Grantee in the full exercise and enjoyment of the rights hereby conferred.

Grantee shall pay as consideration to Grantor for the benefit to it conveyed the sum of ONE and 25/100 DOLLARS (\$1.25) per yard for each yard of soil or clay removed by Grantee from the described premises. Additionally Panola County shall pay Grantor the sum of FIFTY DOLLARS (\$50.00) per month as long as this Lease Agreement is effective. Either party may terminate this Lease Agreement by giving thirty (30) day notice to the other party. Along with the rights conferred above, the Grantee also reserves the right to store materials and equipment on site as needed during the term of this Lease.

Grantor represent and warrants to Grantee he has the sole authority and power to execute this Agreement without the joinder of any other person. Grantor is dealing with his separate non-homestead property.

Signed this 23rd day of January, 2018.

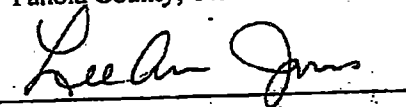
Grantor:


JOHNNY WAYNE HARRISON

As approved in Commissioners' Court on the 23rd day of January, 2018.

Grantee: Panola County, Texas

By:


LEEANN JONES, COUNTY JUDGE