

County of Panola

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

County Judge
Rodger G. McLane

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

December 20, 2022

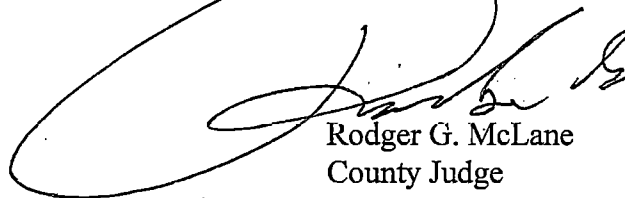
Mr. Aaron McMillan
720 Kellogg Street
Carthage, Texas 75633

RE: Lease Agreement - Office building garage
Dated: November 22, 2022

Dear Mr. McMillan:

This letter is to inform you that Panola County will be cancelling the attached Lease Agreement effective January 20, 2023.

Sincerely,


Rodger G. McLane
County Judge



LEASE AGREEMENT

This agreement is entered into this 1st day of November, 2022
by and between the Lessee:

Name: Aaron McMillan

Address: 720 Kellogg Street Carthage, TX. 75633

Telephone: 903-754-3548

Email: aaron74paint@gmail.com

and Panola County, Texas, 110 S. Sycamore St., Carthage, Texas 75633

TERMS: This agreement shall commence on the 1st day of November, 2022 and shall continue month to month being automatically renewed for each month unless thirty days advanced written notice is given by either party that the agreement shall not be renewed.

LEASE: Lessee shall pay monthly as rent for the use of the described land the amount of Cash or check \$200.00 monthly, by the first day of each month. In all cases, if the payment is not made by the 10th day of each month the Panola County Commissioners' Court will determine if the lease should be terminated.

Lease payment shall be mailed or delivered in person to:

Panola County
Attn: Joni Reed, Panola County Treasurer
110 S Sycamore St. # 312
Carthage, Texas 75633

LOCATION DESCRIPTION: 318 Brownwood Circle, Lot 1, Block 50, Carthage, Texas office building garage.

LIABILITIES: Lessee shall be liable for any damage to Panola County property and/or other property arising from Lessee's negligence including, but not limited to, unauthorized activities in the building or the storage of flammable or other hazardous materials. Damage to any contents as a result of weather, acts of God or natural acts are not the responsibility of Panola County.

SUBLEASE OR ASSIGNMENT: These agreements are permitted when the sub-lessee is identified to and recorded by the County Treasurer and the Panola County Commissioners' Court. Timely lease payment and compliance with Panola County's rules and regulation and this agreement remain the responsibility of the original Lessee.

TERMINATION: This agreement may be terminated by either party upon thirty days advanced written notice of non - renewal as provide hereinbefore. Panola County may terminate

this agreement and retain any advanced payments upon the occurrence of any of the following which shall constitute a breach of the lease agreement by Lessee. Rent not paid by the 10th of each month. Lessee fails to comply with any provisions of this lease; Lessee's conviction of any crime committed on County property; Lessee's violation of any drug, alcohol or weapon restriction contained in the Panola County rules and regulations. If the Panola County Commissioners' Court determines a breach of this lease, the Lessee will be given written notice of the termination. The Lessee shall have 30 days to remove any owned property from the building, after which Panola County will file appropriate petitions to the Panola County Justice of the Peace or the attorney representing Panola County to have the property removed.

INDEMNIFICATION: The Lessee shall assume all risks incident to or in connection with, its operation under this contract; shall be solely responsible for all accidents or injuries to persons or property caused by its operations upon or arising out of the Lessor's facilities; and shall indemnify, defend, and hold harmless Panola County, Texas, the Lessor, and its employees, authorized agents, and members of the Panola County Commissioners' Court, from any and all claims, suits, losses or damages for injuries to person or property, of whatsoever kind or nature, arising directly or indirectly out of Lessee's operations or resulting from any act of omission of the Lessee, its guests, agents, employees, or customers or resulting from any act of customers. The Lessor shall give timely notice to the Lessee of any claim against the Lessor if the Lessor considers such claim to be liability of the Lessee. Failure to give such notice shall not act to waive the Lessee's liability hereunder. The Lessee shall have the right to investigate, defend, or compromise such claim to the extent of its interest. The Lessee will indemnify, hold harmless, and waive subrogating insurance requirements, against any loss, liability or damages and from all action or causes of action for injuries to persons or property arising from or growing out of the use and occupancy of the Leased Premises, due to any negligence, act or omission to act of Lessee.

GOVERNING LAW: This agreement is a contract executed under and to be construed under the laws of the State of Texas and any cause of action that arises out of this agreement shall be filed in Panola County, Texas.

WAIVER AND SEVERABILITY: Either party's failure to enforce any provision of this agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision. The invalidity of any portion of the agreement shall not affect the validity of the remaining portion thereof.

ENTIRE AGREEMENT: This agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This agreement may not be enlarged, modified or altered except in writing signed by the parties.

ACCEPTED AND AGREED TO BY:

Lessee:

[Handwritten Signature]

Lessee

11/14/22

Date

Panola County:

By:

[Handwritten Signature]

Its authorized Agent, Lessor

11-22-22

Date