

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "Agreement") is entered into as of the 26th day of march, 2024, by and between RACETRAC, INC. ("**RaceTrac**"), and PANOLA COUNTY, TEXAS (the "**County**"). RaceTrac and the County are collectively referred to herein as the "Parties", and individually, "Party".

WHEREAS, RaceTrac owns (or leases) that certain real property located in Carthage, Panola County, Texas as more particularly depicted and/or described on Exhibit "A" attached hereto and made a part hereof by this reference (the "Property") and operates a motor fuel station and convenience store on the Property (the "Store");

WHEREAS, the Property is located adjacent to County Road 303 (the "Road"), a road under County's jurisdiction; and

WHEREAS, the Road (and other County roads) are designated as not being useable for thru-truck traffic; and

WHEREAS, the Parties agree that in consideration for RaceTrac making certain improvements to and around the Road (the "Work"), the County will allow tractor trailer traffic to enter and exit the Property via the Road;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RaceTrac and the County hereby agree as follows:

1. Responsibilities of RaceTrac. RaceTrac hereby agrees to perform the Work at RaceTrac's sole cost and expense, which Work is described on Exhibit "B" attached hereto and made a part hereof by this reference.

2. Responsibilities of the County. The County hereby agrees that the use of the Road by tractor trailer traffic entering and/or exiting the Property shall not constitute thru-truck traffic, is thus not prohibited, and will not result in the ticketing of such tractor-trailers for such entry and exit.


3. Reliance by RaceTrac. The County agrees and acknowledges that RaceTrac is relying on the agreements contained herein in agreeing to perform the Work, and the County agrees and acknowledges that the Work will benefit the County.

(Signatures on next page)

IN WITNESS WHEREOF, this Agreement was made and executed as of the date first above written.

RACETRAC:

RaceTrac, Inc.

By: 
Name: JUSTIN GIMBAUER
Title: VICE PRESIDENT

THE COUNTY:

Panola County, Texas

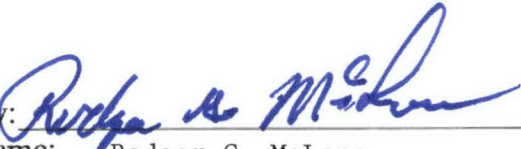
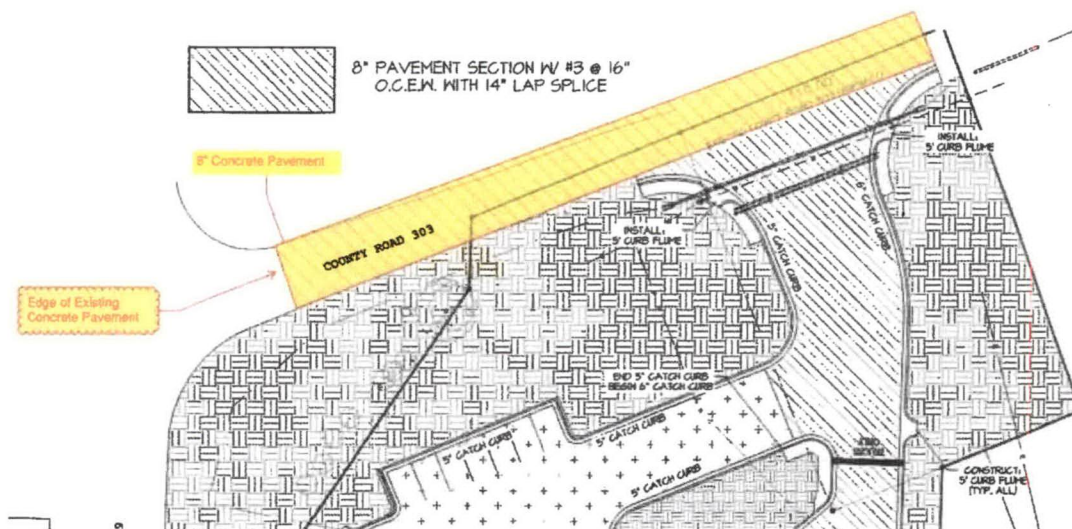
By: 
Name: Rodger G. McLane
Title: County Judge

Exhibit "B"



1. Demolition and removal of existing asphalt pavement within the work area.
2. Compaction of subgrade
3. Install 8" concrete pavement per above specification.