



TYLER COUNTY

**Jacques L. Blanchette**  
*Tyler County Judge*

COMMISSIONERS

Martin Nash, Pct. 1  
James "Rusty" Hughes, Pct. 2

COMMISSIONERS

Mike Marshall, Pct. 3  
J.A."Jack" Walston, Pct. 4

**GRAVEL PIT AGREEMENT**

By This Agreement, made and executed in duplicate, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between Susan Overstreet and **Tyler County**, Texas, the said parties agree and contract as follows:

1. **Susan Overstreet** in consideration of terms set forth below does hereby grant Tyler County permission to remove dirt material from property located County Road 4530, Tyler County.
2. Said material will be purchased for **\$2.00 per yard** with payments due monthly. **Tyler County Road & Bridge, Precinct # 4**, shall be required to submit the amount of yards with their payment.
3. A representative of said County will schedule to meet with agent, **Susan Overstreet**, at the location prior to removal of any material.
4. **This Agreement** will be read in the recorded minutes of the Commissioner's Court Meeting.
5. Both parties and **Tyler County** reserves the right to terminate this **Agreement** upon any violation of the conditions stated herein and or legal proceedings by and including third parties.
6. At all times during the term of the **Agreement**, said County will indemnify **Susan Overstreet** and its officers, directors or employees harmless against any loss, liability or expense incurred by reason of claims or demands of agents, officers, or employees of said County or of third parties on account of any bodily injury, personal injury liability or property damaged sustained or alleged to have been sustained in the performance of any part of the work described by this **Agreement**.
7. This **Agreement** will automatically terminate upon completion of pit usage; County will notify **Susan Overstreet** when completed, but shall notify **Susan Overstreet** five (5) days prior to completion for approval before removing equipment.

8. Pit will be left in such a condition that it will not restrict drainage and suitable for replanting.

If the Tyler County Commissioners' Court is in **Agreement** to the above conditions and terms set forth in the **Agreement**, acknowledge by signature executed in duplicate, this

\_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_ .

  
\_\_\_\_\_  
Susan Overstreet, Agent

By: \_\_\_\_\_  
Jacques L. Blanchette  
Tyler County Judge

By: \_\_\_\_\_  
County Commissioner, Pct. # 1

By: \_\_\_\_\_  
County Commissioner, Pct. # 2

By: \_\_\_\_\_  
County Commissioner, Pct. # 3

By: \_\_\_\_\_  
County Commissioner, Pct. # 4