

NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Monday, the 10th day of June, 2013 at 10:00 a.m., in the County Courtroom of the Navarro County Courthouse in Corsicana Texas. Presiding Judge HM Davenport, Commissioners Present Jason Grant, David Warren, Dick Martin, and James Olsen.

1. 10:00 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren
All voted aye motion carried
2. Opening prayer by Commissioner Martin
3. Pledge of Allegiance
4. Public Comments- No comments

CONSENT AGENDA

Motion to approve the consent agenda items 5-10 by Comm. Warren sec by Comm. Grant
All voted aye motion carried

5. Motion to approve the minutes from the previous meetings of May 28th, 2013
6. Motion to approve and pay bills as submitted by the County Auditor, including payroll (paid 5/31/13)
7. Motion to approve the minutes of the May 2nd, 2013 Planning and Zoning meeting
TOWIT PG 453-454
8. Motion to approve the minutes of the May 23rd, 2013 Planning and Zoning meeting
TO WIT PG 455
9. Motion to approve budget transfer in the amount of \$706.86 from various personnel and benefits accounts in Constable Precinct 3 to Travel Reimbursement (101-553-428)
10. Motion to approve transfer in the amount of \$5,000.00 from Contactor road repairs (213-613-449) to machine hire (213-613-448)

REGULAR AGENDA

11. No action taken on Burn Ban remains off


12. Motion to approve Tax Collection Report for May 2013, Russell Hudson (presented by Gail Smith) by Comm. Martin sec by Comm. Olsen
All voted aye motion carried **TO WIT PG 456-461**
13. Motion to approve Specific Use Permit for Dallas Production, Inc. to drill for oil/gas in the lakeshore area, location is just south of Hwy 287 and west of SECR 3290, proposed well name is Marvin Henderson No.1 by Comm. Martin sec by Comm. Warren
All voted aye motion carried
14. Motion to approve Interlocal Agreement for Development of Mitigation Plan by by Comm. Grant sec by Comm. Martin **TO WIT PG 462-468**
All voted aye motion carried
15. Motion to approve to accept settlement from Home Depot (\$292,000) by Judge Davenport sec by Comm. Warren
All voted aye motion carried
16. Motion to approve Finance Agreement with Welch State Bank, Pct.2 by Comm. Martin sec by Comm. Olsen **TO WIT PG 469-491**
All voted aye motion carried
17. Motion to approve as salvage 1988 John Deere Motor Grader serial # DW670Bx519972, Pct 2 by Comm. Martin sec by Comm. Grant
All voted aye motion carried
18. Motion to approve changing due date for receipt and opening of all proposals regarding Courthouse Restoration to Tuesday, June 18th, 2013 at 2 p.m. by Judge Davenport sec by Comm. Warren
All vote aye motion carried
19. Motion to approve Seaway Crude Pipeline LLC, to bore under 23 Navarro County Roads, NECR 3251, NECR 3210, NECR 2070, NECR 3270, NECR 2060, NECR 2071, NECR 3220, NECR 2050, NECR 2030/Line Road, Pct 1 NECR 2010, SE CR 0070, NECR 0040, SECR 0040, NECR 0020, SECR 0060, Pct 2, SECR 1010, SWCR 2130, SWCR 2348, SWCR 0010, SWCR 2344, SWCR 0025, SWCR 0020/Bonner Road, SWCR 2380 Pct 3, by Judge Davenport sec by Comm. Warren
All voted aye motion carried **TO WIT PG 492-545**
20. Motion to approve the purchasing of 8 “non-smoking” signs citing the correct Ordinances by Comm. Grant sec by Comm. Warren
All voted aye motion carried

21. Motion to approve the purchasing of 8 “no guns allowed” signs citing the correct ordinances by Comm. Grant sec by Comm. Olsen
All voted aye motion carried
22. Motion to approve to declare 5 pieces of I Beam as salvage, Pct. 1 by Comm. Grant by sec by Comm. Warren
All voted aye motion carried
23. Motion to approve county auditor’s April 2013 monthly financial report pursuant to LGC Sec. 114.024 by Comm. Martin sec by Comm. Olsen
All voted aye motion carried **TO WIT PG 546-549**
24. Motion to approve Modification 1 to HIDTA Grant number G13NT0001A in the amount of \$1,270,302 to reflect full appropriation of FY 2013 funding by Comm. Olsen sec by Comm. Grant
All voted aye motion carried **TO WIT PG 550-565**
25. Motion to go into Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel by Comm. Martin sec by Comm. Warren
All voted aye motion carried

Motion to come out of Executive Session by Comm. Martin sec by Comm. Warren
All voted aye motion carried
26. No action taken on Executive Session pursuant to the Texas Government Code Section 551.074 to discuss Personnel by Comm. Martin sec by Comm. Warren
All voted aye motion carried
27. Motion to adjourn by Comm. Martin sec by Comm. Warren
All voted aye motion carried

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT’S AUTHORIZED PROCEEDING FOR JUNE 10th 2013.

SIGNED 10th DAY OF JUNE 2013.


SHERRY DOWD, COUNTY CLERK



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NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Phil Seely - Director
Osha Joles - Addressing



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Stanley Young - Environmental Services
Robert Gray - Environmental Services

PLANNING AND ZONING COMMISSION MINUTES

May 2nd, 2013

5:00 P.M.

The meeting was called to order with nine members present. The roll was called and the attendance was as follows:

Chairman Jacobson – present
Scott Watkins – present
Carroll Sigman – present
Vicki Farmer – absent
Dennis Bancroft – present
Charles Irvine – absent
Kim Newsom – absent

Vice Chairman Schoppert –present
Conrad Newton – present
Wayne McGuire - absent
Jeff Smith - present
Dolores Baldwin – absent
Caleb Jackson – present
Barbara Moe - present

Item #2 on the agenda was consideration of the minutes of the March 21st, 2013 Planning and Zoning meeting. Motion to approve contingent upon changes to items items # 3 & 4 with respect to voting records by Commissioner Smith, second by Commissioner Sigman, all voted aye.

Item #3 on the agenda was consideration of a replat of Chambers Landing Block A Lots #1-4 for Kimthanh Le. Motion to approve by Commissioner Moe, second by Commissioner Bancroft, all voted aye.

Item #4 on the agenda was consideration of a replat of Chambers Landing Block A Lots #7 & 8 for Jenny Bui. Motion to approve by Commissioner Bancroft, second by Commissioner Watkins, all voted aye.

Item #5 on the agenda was consideration of a specific use permit for Dallas Production, Inc to drill for oil/gas in the lakeshore area. Location is just south of Hwy 287 and east of SE CR 3290. Proposed well name is Thomas Merritt No. 1. Motion to approve by Commissioner Bancroft, second by Commissioner Sigman, all voted aye.

Item #6 on the agenda was Consideration of a specific use permit for Dallas Production, Inc to drill for oil/gas in the lakeshore area. Location is just north of Hwy 287 and east of SE CR 3290. Proposed well name is George Crocker No. 1. Motion to approve by Commissioner Schoppert, second by Commissioner Sigman, all voted aye.

Item #7 on the agenda was discussion about compressors with respect to oil and gas activities around Richland-Chambers Lake. The Director presented the board with information and

findings based on questions posed in the previous meeting. The Board asked the Director to draft new language to the existing oil & gas noise ordinance to be reviewed at the next meeting. The new language should include a provision which would allow the Board to impose additional noise requirements as it deems necessary and appropriate.

Adjourn.

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NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Phil Seely - Director
Osha Joles - Addressing



Stanley Young - Environmental Services
Robert Gray - Environmental Services

www.co.navarro.tx.us

PLANNING AND ZONING COMMISSION MINUTES

May 23rd, 2013

5:00 P.M.

The meeting was called to order with eight members present. The roll was called and the attendance was as follows:

Chairman Jacobson – present
Scott Watkins – present
Carroll Sigman – present
Vicki Farmer – present
Dennis Bancroft – absent
Charles Irvine – absent
Kim Newsom – absent

Vice Chairman Schoppert –present
Conrad Newton – present
Wayne McGuire - absent
Jeff Smith - present
Dolores Baldwin – absent
Caleb Jackson – present
Barbara Moe - absent

Item #2 on the agenda was consideration of a specific use permit for O'Brien Energy to locate a temporary water pumping station in the lakeshore area. The temporary water pumping station is proposed to be located at Mattie Caston Park. Location is just off SE 3130. Motion to approve contingent upon reasonable enclosure, noise reduction, fencing and appropriate signage by Commissioner Newton, second by Commissioner Watkins, all voted aye.

Item #3 on the agenda was consideration of a specific use permit for O'Brien Energy to locate a temporary water pumping station in the lakeshore area. The temporary water pumping station is proposed to be located in the W. Bright Survey on tract 4A. Location is just west of SE 3130 and north of SE 3100. Motion to approve contingent upon reasonable enclosure, noise reduction, fencing and appropriate signage by Commissioner Newton, second by Commissioner Sigman, all voted aye

A brief discussion was held pertaining to the use of temporary water pumps in the lakeshore area. The Director will require pump location as part of the permitting process to ensure consistency.

Adjourn.

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FILED FOR RECORD
AT 3:30 O'CLOCK P.M.
JUN 07 2013

SHERY DOWD
COUNTY CLERK NAVARRO COUNTY, TEXAS
BY [Signature] DEPUTY

I, RUSSELL P HUDSON, NAVARRO COUNTY TAX ASSESSOR/COLLECTOR, DO HEREBY SWEAR UNDER OATH,
THAT THE ATTACHED REPORT IS A TRUE AND CORRECT REPORT.

TOTAL PAGES INCLUDING COVER SHEET 6

#112

NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING MAY 2013

| DESCRIPTION | TAXES | DISCOUNT | PENALTY & INTEREST | SUBTOTAL | COLLECTION FEE | RENDITION | NET TAXES DUE | MEMO ONLY ATTY FEES | % CURRENT COLLECTED |
|-------------------|------------|----------|-----------------------|------------|-------------------|------------------|------------------|------------------------|------------------------|
| | | | | | | PENALTY CAD % | | | |
| NAVARRO COUNTY | | | | | | | | | LEVY |
| CURRENT | 155,702.59 | | 19,657.38 | 175,359.97 | | 9.09 | 175,350.88 | 1,372.09 | 17,003,685.46 |
| DELINQUENT | 35,415.50 | | 13,934.26 | 49,349.76 | | 0.1 | 49,349.66 | 9,361.99 | % |
| TOTAL | 191,118.09 | - | 33,591.64 | 224,709.73 | - | 9.19 | 224,700.54 | 10,734.08 | 0.92% |
| NAVARRO COLLEGE | | | | | | | | | LEVY |
| CURRENT | 31,223.04 | | 3,885.38 | 35,108.42 | | 1.75 | 35,106.67 | 262.90 | 3,308,729.79 |
| DELINQUENT | 6,923.63 | | 2,723.00 | 9,646.63 | | 0.02 | 9,646.61 | 1,818.52 | % |
| TOTAL | 38,146.67 | - | 6,608.38 | 44,755.05 | - | 1.77 | 44,753.28 | 2,081.42 | 0.94% |
| CITY OF RICE | | | | | | | | | LEVY |
| CURRENT | 2,004.34 | - | 254.90 | 2,259.24 | 73.75 | 0.06 | 2,185.43 | 1.96 | 141,532.60 |
| DELINQUENT | 59.01 | | 24.94 | 83.95 | 6.55 | | 77.40 | 16.80 | % |
| TOTAL | 2,063.35 | - | 279.84 | 2,343.19 | 80.30 | 0.06 | 2,262.83 | 18.76 | 1.42% |
| CITY OF KERENS | | | | | | | | | LEVY |
| CURRENT | 4,614.77 | | 558.93 | 5,173.70 | | | 5,173.70 | | 260,001.90 |
| DELINQUENT | 132.83 | - | 64.64 | 197.47 | | | 197.47 | 39.49 | % |
| TOTAL | 4,747.60 | - | 623.57 | 5,371.17 | - | 0 | 5,371.17 | 39.49 | 1.77% |
| CITY OF CORSICANA | | | | | | | | | LEVY |
| CURRENT | 54,499.76 | - | 6,952.89 | 61,452.65 | | 8.06 | 61,444.59 | 526.30 | 7,868,390.26 |
| DELINQUENT | 17,553.20 | - | 7,918.32 | 25,471.52 | | | 25,471.52 | 4,540.23 | % |
| TOTAL | 72,052.96 | - | 14,871.21 | 86,924.17 | - | 8.06 | 86,916.11 | 5,066.53 | 0.69% |

NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING MAY 2013

| DESCRIPTION | TAXES | DISCOUNT | PENALTY & INTEREST | SUBTOTAL | COLLECTION FEE | RENDITION PENALTY | NET TAXES DUE | MEMO ONLY ATTY FEES | % CURRENT COLLECTED |
|------------------|----------|----------|-----------------------|----------|-------------------|----------------------|------------------|------------------------|------------------------|
| CITY OF BARRY | | | | | | | | | LEVY |
| CURRENT | 725.78 | | 84.72 | 810.50 | | | 810.50 | 55.40 | 18,486.02 |
| DELINQUENT | 674.91 | | 205.13 | 880.04 | | | 880.04 | 176.00 | % |
| TOTAL | 1,400.69 | - | 289.85 | 1,690.54 | - | 0 | 1,690.54 | 231.40 | 3.93% |
| CITY OF EMHOUSE | | | | | | | | | LEVY |
| CURRENT | 223.51 | - | 29.06 | 252.57 | | 0.06 | 252.51 | | 8,389.34 |
| DELINQUENT | 211.14 | | 59.14 | 270.28 | | | 270.28 | 54.07 | % |
| TOTAL | 434.65 | - | 88.20 | 522.85 | - | 0.06 | 522.79 | 54.07 | 2.66% |
| CITY OF RICHLAND | | | | | | | | | LEVY |
| CURRENT | 156.04 | - | 20.29 | 176.33 | | | 176.33 | | 17,564.22 |
| DELINQUENT | 6.14 | | 1.73 | 7.87 | | | 7.87 | 1.58 | % |
| TOTAL | 162.18 | - | 22.02 | 184.20 | - | 0 | 184.20 | 1.58 | 0.89% |
| CITY OF GOODFLOW | | | | | | | | | LEVY |
| CURRENT | 63.09 | - | 8.22 | 71.31 | 2.38 | | 68.93 | | 3,983.59 |
| DELINQUENT | 12.89 | | 5.15 | 18.04 | 1.35 | | 16.69 | 3.61 | % |
| TOTAL | 75.98 | - | 13.37 | 89.35 | 3.73 | 0 | 85.62 | 3.61 | 1.58% |
| CITY OF FROST | | | | | | | | | LEVY |
| CURRENT | 1,343.39 | | 158.21 | 1,501.60 | 46.28 | | 1,455.32 | 13.49 | 83,032.40 |
| DELINQUENT | 236.84 | | 71.12 | 307.96 | 18.98 | | 288.98 | 61.60 | % |
| TOTAL | 1,580.23 | - | 229.33 | 1,809.56 | 65.26 | 0 | 1,744.30 | 75.09 | 1.62% |
| CITY OF DAWSON | | | | | | | | | LEVY |
| CURRENT | 1,683.32 | | 204.82 | 1,888.14 | | 0.02 | 1,888.12 | | 71,250.33 |
| DELINQUENT | 2.18 | | 3.47 | 5.65 | | | 5.65 | 1.12 | % |
| TOTAL | 1,685.50 | - | 208.29 | 1,893.79 | - | 0.02 | 1,893.77 | 1.12 | 2.36% |

NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING MAY 2013

| DESCRIPTION | TAXES | DISCOUNT | PENALTY & INTEREST | SUBTOTAL | COLLECTION FEE | RENDITION PENALTY | NET TAXES DUE | MEMO ONLY ATTY FEES | % CURRENT COLLECTED |
|------------------------------|-----------|----------|--------------------|-----------|----------------|-------------------|---------------|---------------------|---------------------|
| CITY-BLOOMING GROVE | | | | | | | | | LEVY |
| CURRENT | 1,115.94 | | 109.90 | 1,225.84 | | | 1,225.84 | | 100,911.55 |
| DELINQUENT | 14.69 | | 4.11 | 18.80 | | | 18.80 | 3.76 | % |
| TOTAL | 1,130.63 | - | 114.01 | 1,244.64 | - | 0.00 | 1,244.64 | 3.76 | 1.11% |
| NAVARRO COUNTY ESD #1 | | | | | | | | | LEVY |
| CURRENT | 1,438.30 | - | 181.87 | 1,620.17 | 52.71 | | 1,567.46 | 4.42 | 130,418.96 |
| DELINQUENT | 350.50 | | 135.49 | 485.99 | 35.64 | | 450.35 | 97.20 | % |
| TOTAL | 1,788.80 | - | 317.36 | 2,106.16 | 88.35 | 0 | 2,017.81 | 101.62 | 1.10% |
| BLOOMING GROVE ISD | | | | | | | | | LEVY |
| CURRENT | 15,939.06 | | 1,888.54 | 17,827.60 | | 0.23 | 17,827.37 | 155.67 | 1,491,971.14 |
| DELINQUENT | 4,940.71 | | 1,680.41 | 6,621.12 | | | 6,621.12 | 1,310.13 | % |
| TOTAL | 20,879.77 | - | 3,568.95 | 24,448.72 | - | 0.23 | 24,448.49 | 1,465.80 | 1.07% |
| DAWSON ISD | | | | | | | | | LEVY |
| CURRENT | 16,913.62 | | 2,059.34 | 18,972.96 | | 0.08 | 18,972.88 | 243.98 | 1,512,890.22 |
| DELINQUENT | 1,192.70 | | 465.39 | 1,658.09 | | | 1,658.09 | 350.95 | % |
| TOTAL | 18,106.32 | - | 2,524.73 | 20,631.05 | - | 0.08 | 20,630.97 | 594.93 | 1.12% |
| RICE ISD | | | | | | | | | LEVY |
| CURRENT | 14,734.34 | | 1,885.72 | 16,620.06 | | 0.17 | 16,619.89 | 102.74 | 1,526,208.22 |
| DELINQUENT | 1,843.78 | | 696.73 | 2,540.51 | | 0.23 | 2,540.28 | 449.31 | % |
| TOTAL | 16,578.12 | - | 2,582.45 | 19,160.57 | - | 0.40 | 19,160.17 | 552.05 | 0.97% |

NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING MAY 2013

| DESCRIPTION | TAXES | DISCOUNT | PENALTY & INTEREST | SUBTOTAL | COLLECTION FEE | RENTITION PENALTY | NET TAXES DUE | MEMO ONLY ATTY FEES | % CURRENT COLLECTED |
|---------------|------------|----------|--------------------|------------|----------------|-------------------|---------------|---------------------|---------------------|
| CORSICANA ISD | | | | | | | | | LEVY |
| CURRENT | 119,094.14 | | 15,978.17 | 135,072.31 | | 16.47 | 135,055.84 | 888.94 | 17,689,058.27 |
| DELINQUENT | 33,345.54 | | 13,919.17 | 47,264.71 | | | 47,264.71 | 9,060.80 | % |
| TOTAL | 152,439.68 | - | 29,897.34 | 182,337.02 | - | 16.47 | 182,320.55 | 9,949.74 | 0.67% |
| FROST ISD | | | | | | | | | \$ 1,099,457.65 |
| CURRENT | 7,479.63 | | 959.27 | 8,438.90 | | | 8,438.90 | 30.22 | % |
| DELINQUENT | 3,780.54 | | 1,611.60 | 5,392.14 | | | 5,392.14 | 1,014.12 | |
| TOTAL | 11,260.17 | | 2,570.87 | 13,831.04 | | | 13,831.04 | 1,044.34 | 0.68% |
| GRAND TOTAL | 535,651.39 | - | 98,401.41 | 634,052.80 | 237.64 | 36.34 | 633,778.82 | 32,019.39 | |

**COLLECTIONS FOR FROST ISD BEGAN 7/1/2012

| | | | | | |
|------------------|------------|---------------------------------|--------|---------------|--------|
| TOTAL COLLECTED | 666,072.19 | YR-TO-DATE % CURRENT COLLECTED: | | | |
| ROLLBACK TAXES | | COUNTY | 95.60% | CITY - FROST | 89.10% |
| TAX CERTIFICATES | 1,580.00 | COLLEGE | 95.52% | CITY DAWSON | 90.01% |
| HOT CK FEES | 60.00 | RICE | 93.54% | CITY-BL GROVE | 93.10% |
| | | KERENS | 90.15% | NC ESD #1 | 94.44% |
| | | CORSICANA | 96.48% | B G ISD | 93.77% |
| | | BARRY | 92.90% | DAWSON ISD | 95.08% |
| | | EMHOUSE | 77.17% | RICE ISD | 94.42% |
| | | RICHLAND | 87.23% | CORSICANA ISD | 96.31% |
| | | GOODLOW | 79.15% | FROST ISD | 94.40% |

NAVARRO COUNTY, TEXAS

AD VALOREM TAXES COLLECTED DURING THE MONTH OF MAY 2013

| | | TAXES | | PENALTY & INTEREST | | SUBTOTAL | | RENDITION PENALTY CAD % | | NET TAXES DUE | | MEMO ONLY ATTORNEY FEES | |
|------------------|--|------------|--|--------------------|--|------------|--|-------------------------|--|---------------|--|-------------------------|--|
| CURRENT TAXES | | | | | | | | | | | | | |
| COUNTY | | 127,271.75 | | 16,056.07 | | 143,327.82 | | 7.41 | | 143,320.41 | | 1,118.46 | |
| ROAD & BRIDGE | | 26,218.16 | | 3,322.39 | | 29,540.55 | | 1.56 | | 29,538.99 | | 234.20 | |
| FLOOD CONTROL | | 2,212.68 | | 278.92 | | 2,491.60 | | 0.12 | | 2,491.48 | | 19.43 | |
| TOTAL | | 155,702.59 | | 19,657.38 | | 175,359.97 | | 9.09 | | 175,350.88 | | 1,372.09 | |
| DELINQUENT TAXES | | | | | | | | | | | | | |
| COUNTY | | 29,107.50 | | 11,510.09 | | 40,617.59 | | 0.08 | | 40,617.51 | | 7,704.87 | |
| STATE | | - | | - | | - | | - | | - | | - | |
| ROAD & BRIDGE | | 5,840.09 | | 2,247.64 | | 8,087.73 | | 0.02 | | 8,087.71 | | 1,535.52 | |
| FLOOD CONTROL | | 467.91 | | 176.53 | | 644.44 | | - | | 644.44 | | 121.60 | |
| TOTAL | | 35,415.50 | | 13,934.26 | | 49,349.76 | | 0.10 | | 49,349.66 | | 9,361.99 | |
| TOTAL ALLOCATION | | | | | | | | | | | | | |
| COUNTY | | 156,379.25 | | 27,566.16 | | 183,945.41 | | 7.49 | | 183,937.92 | | 8,823.33 | |
| STATE | | | | - | | | | - | | | | - | |
| ROAD & BRIDGE | | 32,058.25 | | 5,570.03 | | 37,628.28 | | 1.58 | | 37,626.70 | | 1,769.72 | |
| FLOOD CONTROL | | 2,680.59 | | 455.45 | | 3,136.04 | | 0.12 | | 3,135.92 | | 141.03 | |
| TOTAL | | 191,118.09 | | 33,591.64 | | 224,709.73 | | 9.19 | | 224,700.54 | | 10,734.08 | |

#14 462

INTERLOCAL AGREEMENT FOR DEVELOPMENT OF MITIGATION PLANS

THIS INTERLOCAL AGREEMENT (“ILA” or “Agreement”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and Navarro County, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at 300 W 3rd Avenue #102, Corsicana, TX 75110.

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, and

WHEREAS, in reliance on such authority, NCTCOG applied and has been approved by the Texas Department of Public Safety/Texas Division of Emergency Management to develop mitigation plans (“Plans”) for Ellis County, Erath County, Hunt County, Navarro County, Palo Pinto County, and Somervell County under grant project number DR-1999; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that its governing body has authorized this Agreement on June 10, 2013 (Date), and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: SCOPE OF SERVICES

The Participant by this agreement authorizes NCTCOG on its behalf to develop Mitigation Plans according to the CFDA 97-039 Hazard Mitigation Grant Program (HMGP)

("Products" or "Services"). The parameters of the program as well as the Plans are described on attachments/addendums to this Agreement which attachments/addendums are incorporated herein for all purposes.

ARTICLE 3: PARTICIPANT OBLIGATIONS

Participant agrees to cooperate fully with NCTCOG in the development of the mitigation plan(s) for its jurisdiction, including but not limited to (a) furnishing NCTCOG with various technical data, general information, demographic statistics and other relevant reports and data necessary for the development of the Plan and (b) furnish NCTCOG on a monthly basis information needed by NCTCOG to substantiate the 25% local match obligation under the HMGP/Grant.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect until project completion, estimated as November 15, 2014, unless terminated earlier as herein provided.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 6: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to complete any outstanding items from the scope of work, shall survive such cancellation.

ARTICLE 7: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 8: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 9: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the

time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

ARTICLE 10: WHOLE AGREEMENT

This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 11: DISPUTE RESOLUTION/NO WAIVER OF IMMUNITY

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation. Neither party by entering into this agreement waives the defense of sovereign immunity to the extent applicable to this agreement.

ARTICLE 12: AVAILABILITY OF FUNDING

This Agreement and all claims, suits, obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received by NCTCOG from the funding agencies and that are dedicated for the purposes of this Agreement. Under no circumstances does this Agreement create any financial obligation of NCTCOG to Participant.

ARTICLE 12: MISCELLANEOUS

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

**North Central Texas
Council of Governments**

Emergency Preparedness Department
616 Six Flags Drive
Arlington, Texas 76011



NCTCOG Emergency Preparedness Director or Designee

Signature of NCTCOG Emergency Preparedness Director or Designee

Date:_____

H. M. DAVENPORT, Jr. Navarro Co Judge

Name & Title of Authorized Official or Designee

By: [Signature]

Signature of Authorized Official or Designee

Date: 6-10-13

Navarro County

Name of Entity

300 W. 3rd Ave, Ste 102

Mailing Address

Corsicana, TX 75110

City, State, ZIP Code

Addendum A

The following project, procurement, financial and reporting conditions apply to this grant award and each element must be met during the period of performance:

- 1) The final local mitigation action plan (The Plan) must meet or exceed the Final Rule for local mitigation planning found in 44CFR § 201.6 in order to be FEMA approved;
- 2) NCTCOG will use the FEMA Local Mitigation Plan Review Guide (dated October 1, 2011) and the "Local Mitigation Plan Review Tool For Local and State Use", Section 1: Regulation Checklist, provided by the State.
- 3) The natural hazards assessed in the Plan must be coordinated with the current FEMA approved State Hazard Mitigation Plan;
- 4) The sub-applicant will submit the Plan to the State no later than 12 months prior to the end of the performance period; the Plan will be submitted to FEMA for review and approval following a State review and concurrence that the plan meets the 44CFR criteria. FEMA will not review plans submitted directly by the Participant;
- 5) Each participant in the Plan must meet all the requirements and conclude its performance with an adoption resolution in order to receive continued eligibility for FEMA mitigation grant programs.

- 6) The period of performance (POP) is 24 months. The project, including FEMA approval and local adoption, must be completed by November 15, 2014. If due to extenuating circumstances the project cannot be completed within this POP, the Participant must request an extension in writing and submit it to the State 90 days prior to November 15, 2014.
- 7) NCTCOG will submit a Quarterly Progress Report to the Participants no later than October 15; January 15; April 15 and July 15 of each year until the project is completed.

Addendums: Include Quarterly Progress Report form, Request for Reimbursement form (if applicable), and Certificate of Completion form.

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EQUIPMENT LEASE-PURCHASE AGREEMENT

By and between

Welch State Bank
as Lessor

and

Navarro County
as Lessee

Dated as of June 10, 2013

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EQUIPMENT LEASE-PURCHASE AGREEMENT

This EQUIPMENT LEASE-PURCHASE AGREEMENT (the "Agreement"), dated as of **June 10, 2013**, and entered into between **Welch State Bank**, 396 S. Commercial; PO Box 129, Welch, OK, 74369 ("Lessor") and **Navarro County**, 300 W. 3rd Avenue, Suite 10, Corsicana, TX, 75110 ("Lessee"), a political subdivision duly organized and existing under the laws of the State of Texas ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter described in Exhibit "A", to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and WHEREAS, Lessee is authorized under the Constitution and laws of the State of Texas to enter into this Agreement for the purposes set forth herein:

NOW, THEREFORE, in considerations of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

ARTICLE I. Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise.

"Agreement" means this Equipment Lease-Purchase Agreement and any schedule or exhibit made a part hereof by the parties hereto, together with any amendments to the Agreement made pursuant to Section 13.03 and 13.06.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commences, which date shall be the date first above written.

"Equipment" means the property described in Exhibit "A", Equipment Description, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 5.04 or Article VIII.

"Event of Default" means any event of default described in Section 12.01.

"Issuance Year" means the calendar year in which this Agreement was entered into by Lessee and Lessor.

"Lease Term" means the Original Term and all Renewal Terms.

"Lessee" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Lessor" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Original Term" means the period from the Commencement Date until the end of the budget year of Lessee in effect on the Commencement Date.

"Purchase Price" means the amount designated as such on Exhibit B hereto, together with all other amounts then due hereunder, that Lessee may, in its discretion, pay to Lessor to purchase the Equipment.

"Renewal Terms" means the renewal terms of this Agreement, each having a duration of one year and a term coextensive with Lessee's budget year.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.01.

"Rental Payment Date" means the date upon which any Rental Payment is due and payable as provided in Exhibit B.

"State" means the State of Texas.

"Vendors" means the manufacturer of the Equipment as well as agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE II. Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor as follows:

- (a) Lessee is a political subdivision of the State duly organized and existing under the Constitution and laws of the State with full power and authority to enter into this Agreement, as specified in Texas Statutes, and the transactions contemplated hereby and to perform all of its obligations hereunder.
- (b) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.
- (c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (d) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year, and to meet its other obligations for the current budget year, and such funds have not been expended for other purposes.
- (e) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a public body corporate and politic.
- (f) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.

- (g) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. The Equipment will have a useful life in the hands of Lessee in excess of the Original Term and all Renewal Terms.
- (h) Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing budget year and other such financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor. Should Lessor assign this Agreement, Lessee will provide updated certificates regarding the use of the Equipment and Lessee's compliance with the terms hereof.
- (i) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income taxation.
- (j) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which the Agreement has been entered into. No part of the proceeds of the Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Agreement to become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.
- (k) Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers; the Agreement is not a private activity bond as defined in Section 141 of the Code; 95% or more of the net proceeds of the Agreement will be used for local governmental activities of Lessee; and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued or to be issued by Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of tax-exempt bonds (including the Agreement but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally-recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest components of Rental Payments on the agreement from gross income for federal tax purposes will not be adversely affected.

Section 2.02. Certification as to Arbitrage. Lessee hereby represents as follows:

- (a) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.
- (b) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.
- (c) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.
- (d) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

ARTICLE III. Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment in accordance with this Agreement for the Lease Term. This Agreement shall be in effect and shall commence as of the Commencement Date. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the maximum Lease Term set forth in Exhibit B hereto. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term if Lessee budgets and appropriates or otherwise makes legally available funds to pay Rental Payments for such Renewal Term, unless Lessee shall have terminated this Agreement pursuant to Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided on Exhibit B hereto.

Section 3.02. Continuation of Lease Term. It is the intent of Lessee to continue the Lease Term through the Original Term and all Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the entire Lease Term can be obtained. Lessee and lessor acknowledge that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform and this Agreement does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the Lease Term. Lessee will use funds appropriated for this Agreement for no other purpose than to pay the Rental Payments and other amounts due hereunder. **Section 3.03. Nonappropriation.** Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current budget year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to

deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment, at Lessee's sole expense, to Lessor at the location(s) to be specified by Lessor.

ARTICLE IV. Section 4.01. Rental Payments. Lessee shall promptly pay Rental Payments to Lessor, exclusively from legally available funds, in lawful money of the United States of America, without notice or demand, in such amounts and on or before the applicable Rental Payment Dates set forth on Exhibit B hereto, at the address set forth on the first page hereof or such other address as Lessor or its assigns may from time to time request in writing. Lessee shall pay Lessor interest on any Rental Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum amount permitted by law, whichever is less, from such date. A portion of each Rental Payment is paid as and represents payment of, interest, as set forth on Exhibit B hereto.

Section 4.02. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement governing the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.03. RENTAL PAYMENTS TO BE UNCONDITIONAL. EXCEPT AS PROVIDED IN SECTION 3.03, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

ARTICLE V. Section 5.01. Delivery, Installation and Acceptance of the Equipment. Lessee shall order the Equipment and cause the Equipment to be delivered and installed at the location specified on Exhibit A. When the Equipment has been delivered and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor.

Section 5.02. Enjoyment of Equipment. Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 5.03. Location; Inspection. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. Upon the request of Lessor, Lessee will enter into a maintenance contract for the Equipment with one or more Vendors.

ARTICLE VI. Section 6.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under this Agreement. Title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to Section 10.01 or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Upon termination of this Lease in accordance with Articles 3 and 12 hereof, at the election of Lessor and upon Lessor's written notice to Lessee, full and unencumbered legal title and ownership of the Equipment shall pass to Lessor, Lessee shall have no further interest therein, and Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions

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thereto, substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest and the security interest of any assignee of Lessor in the Equipment.

Section 6.03. Personal Property. The Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII. Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of the Equipment by Lessee is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay such taxes or charges as the same may become due.

Section 7.02. Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained in the amounts and for the coverage set forth in Exhibit G. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. All such insurance shall be with insurers that are acceptable to Lessor, shall name Lessee and Lessor as insureds and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear. With written consent of Lessor, Lessee may satisfy the insurance requirements of this Section 7.02 by self-insurance.

Section 7.03. Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof and maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII. Section 8.01. Damage, Destruction and Condemnation. If (a) the equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 10.01. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of this Article, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to Section 10.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX. Section 9.01. DISCLAIMER OF WARRANTIES. Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee and that Lessor is neither a manufacturer nor a vendor of such Equipment. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE OF THE EQUIPMENT OR ANY MANUFACTURER'S OR VENDOR'S WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR

THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN THIS AGREEMENT.

Section 9.02. Vendors' Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendors. Lessee's representation shall be against the Vendors of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by the Vendors of the Equipment.

ARTICLE X. Section 10.01. Purchase Option. Lessee shall have the option to purchase Lessor's interest in the Equipment, upon giving written notice to Lessor at least 60 days before the date of purchase except the final Rental Payment Date, at the following times and upon the following terms.

- (a) On the Rental Payment Dates specified in Exhibit B, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor; or
- (b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option pursuant to Article VIII, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor.

ARTICLE XI. Section 11.01. Assignment by Lessor. Lessor's right, title and interest in, to and under this Agreement and the Equipment may be assigned and reassigned only in whole but not in part without the necessity of obtaining the consent of Lessee. Any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name and address of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee currently designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee or any claim, counterclaim or other right Lessee may have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment shall be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

ARTICLE XII. Section 12.01. Events of Default Defined. Subject to the provisions of Section 3.03, any of the following events shall constitute an "Event of Default" under this Agreement:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;
- (b) Failure by Lessee to maintain required insurance coverage or to observe and perform any other covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statements, representations or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of this Agreement shall be at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its

application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) With or without terminating this Agreement, may declare all Rental Payments due or to become due during the Original or Renewal Term in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable; and
- (b) With or without termination of this Agreement, Lessor may enter the premises where the Equipment is located and disable the Equipment to prevent further use thereof by Lessee. In addition or alternatively, Lessor may take possession of any of all of the Equipment by giving written notice to deliver the Equipment in the manner provided in Section 12.03; in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due with respect thereto during the Fiscal Year then in effect.
- (c) If Lessor terminates this Agreement and, in its discretion, takes possession and disposes of the Equipment or any portion thereof, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorney's fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the balance of any Rental Payments owed by Lessee during the Original or Renewal Term then in effect; any disposition proceeds remaining after the requirements of the clauses (i), (ii), (iii), (iv), and (v) have been met shall be paid to Lessee; (v) the applicable Purchase Price of the Equipment and
- (d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment, and Lessee shall pay the reasonable attorney's fees and expenses incurred by Lessor in enforcing any remedy hereunder.

Section 12.03. Return of Equipment; Release of Lessee's Interest. Upon termination of this Agreement hereunder prior to the payment of all Rental Payments or the applicable Purchase Price in accordance with Exhibit B: (i) Lessor may enter upon Lessee's premises where the Equipment is kept and disable the Equipment to prevent its further use by Lessee and (ii) Lessee shall promptly, but in any event within ten (10) days after such termination, at its own cost and expense: (a) perform any testing and repairs required to place the Equipment in the condition required by Section 5.04; (b) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) deliver the Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to deliver the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession.

Section 12.04. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it shall not be necessary to give any notice other than such notice as may be required in this Agreement.

Section 12.05. Force Majeure. If by any reason of **Force Majeure** Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV and Section 7.02 hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "Force Majeure" as used herein shall mean, without limitation, the following: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies, orders or restraints of any kind of government of the United States of America or the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

ARTICLE XIII. Section 13.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Release and Indemnification. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including without limitation counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into of this Agreement, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage, or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or

death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 13.03. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. No waiver, consent, amendment, modification or change of terms of this Agreement shall bind either party unless in writing, signed by both parties, and then such waiver, consent, amendment, modification or change shall be effective only in the specific instance and for the specific purpose given.

Section 13.04. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.05. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.06. Amendments, Changes and Modifications. This Agreement may be amended by Lessor and Lessee.

Section 13.07. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.08. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.09. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers, and Lessee has caused this Agreement to be executed in its corporate name and attested by its duly authorized officers as of the date written above.

LESSOR

Welch State Bank

By: _____
Print Name: Sherri J. Mount
Title: Vice President

LESSEE

Navarro County

By: _____
Print Name: Hershell M. Davenport
Title: County Judge

(SEAL)

ATTEST:

By: _____
Print Name: Kelli Langley
Title: Notary Public

(SEAL)

ATTEST:

By: _____
Print Name: Sherry Dowd
Title: County Clerk

EXHIBIT A TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated June 10, 2013 Between Welch State Bank as Lessor and Navarro County as Lessee.

DESCRIPTION OF EQUIPMENT

The following Equipment description is the subject of the attached Equipment Lease-Purchase Agreement.

| <u>Qty</u> | <u>Description</u> |
|------------|-------------------------------|
| 1 | Cat 120M2 Grader SN# M9C00322 |

Together with all accessions, additions and attachments thereto.

The Equipment is located at: Precinct #2

Lessee hereby certifies that the description of the Equipment set forth above constitutes an accurate description of the "Equipment", as defined in the attached Equipment Lease-Purchase Agreement.

STATEMENT OF ESSENTIAL USE

Please state below, or on the letterhead stationery of Navarro County, a brief statement about why the equipment listed in Exhibit "A" has been acquired. This statement should address the following questions:

1. What is the essential function(s) to be performed by the equipment? How long do you expect it will used?
2. Does it replace equipment that performed this (these) same function(s)? If so, how many years was the previous equipment in use?
3. Was this equipment chosen through competitive bidding, or by another method?
4. Which internal fund will be used to make the lease payments?

In answer to the above, the following is submitted:

- 1 Grade and Blade roads in Navarro County. 20 years
- 2 Yes, 25 years
- 3 This piece of equipment was chosen from the Texas Association of School Boards "Buy Board".
- 4 Navarro County Road & Bridge Fund – Pct 2

Navarro County

By: _____
H.M. Davenport, Jr.

Title: County Judge

EXHIBIT B TO EQUIPMENT LEASE-PURCHASE AGREEMENT

LEASE NO. 52706

Dated June 10, 2013 Between Welch State Bank as Lessor and Navarro County as Lessee.

RENTAL PAYMENT SCHEDULE

RATE: 2.67%

EQUIPMENT COST \$185,248.00 + Doc Fee \$200.00 = \$185,448.00

| | Date | Payment | Interest | Principal | Balance |
|-------------|------------|-----------|----------|-----------|------------|
| Loan | 06/10/2013 | | | | 185,448.00 |
| 1 | 07/10/2013 | 3,306.19 | 408.60 | 2,897.59 | 182,550.41 |
| 2 | 08/10/2013 | 3,306.19 | 415.62 | 2,890.57 | 179,659.84 |
| 3 | 09/10/2013 | 3,306.19 | 409.04 | 2,897.15 | 176,762.69 |
| 4 | 10/10/2013 | 3,306.19 | 389.47 | 2,916.72 | 173,845.97 |
| 5 | 11/10/2013 | 3,306.19 | 395.81 | 2,910.38 | 170,935.59 |
| 6 | 12/10/2013 | 3,306.19 | 376.63 | 2,929.56 | 168,006.03 |
| 2013 Totals | | 19,837.14 | 2,395.17 | 17,441.97 | |
| 7 | 01/10/2014 | 3,306.19 | 382.51 | 2,923.68 | 165,082.35 |
| 8 | 02/10/2014 | 3,306.19 | 375.85 | 2,930.34 | 162,152.01 |
| 9 | 03/10/2014 | 3,306.19 | 333.45 | 2,972.74 | 159,179.27 |
| 10 | 04/10/2014 | 3,306.19 | 362.41 | 2,943.78 | 156,235.49 |
| 11 | 05/10/2014 | 3,306.19 | 344.24 | 2,961.95 | 153,273.54 |
| 12 | 06/10/2014 | 3,306.19 | 348.97 | 2,957.22 | 150,316.32 |
| 13 | 07/10/2014 | 3,306.19 | 331.20 | 2,974.99 | 147,341.33 |
| 14 | 08/10/2014 | 3,306.19 | 335.46 | 2,970.73 | 144,370.60 |
| 15 | 09/10/2014 | 3,306.19 | 328.70 | 2,977.49 | 141,393.11 |
| 16 | 10/10/2014 | 3,306.19 | 311.53 | 2,994.66 | 138,398.45 |
| 17 | 11/10/2014 | 3,306.19 | 315.10 | 2,991.09 | 135,407.36 |
| 18 | 12/10/2014 | 3,306.19 | 298.35 | 3,007.84 | 132,399.52 |
| 2014 Totals | | 39,674.28 | 4,067.77 | 35,606.51 | |
| 19 | 01/10/2015 | 3,306.19 | 301.44 | 3,004.75 | 129,394.77 |
| 20 | 02/10/2015 | 3,306.19 | 294.60 | 3,011.59 | 126,383.18 |
| 21 | 03/10/2015 | 3,306.19 | 259.90 | 3,046.29 | 123,336.89 |
| 22 | 04/10/2015 | 3,306.19 | 280.81 | 3,025.38 | 120,311.51 |
| 23 | 05/10/2015 | 3,306.19 | 265.09 | 3,041.10 | 117,270.41 |
| 24 | 06/10/2015 | 3,306.19 | 267.00 | 3,039.19 | 114,231.22 |
| 25 | 07/10/2015 | 3,306.19 | 251.69 | 3,054.50 | 111,176.72 |
| 26 | 08/10/2015 | 3,306.19 | 253.12 | 3,053.07 | 108,123.65 |
| 27 | 09/10/2015 | 3,306.19 | 246.17 | 3,060.02 | 105,063.63 |
| 28 | 10/10/2015 | 3,306.19 | 231.49 | 3,074.70 | 101,988.93 |
| 29 | 11/10/2015 | 3,306.19 | 232.20 | 3,073.99 | 98,914.94 |
| 30 | 12/10/2015 | 3,306.19 | 217.94 | 3,088.25 | 95,826.69 |
| 2015 Totals | | 39,674.28 | 3,101.45 | 36,572.83 | |
| 31 | 01/10/2016 | 3,306.19 | 218.18 | 3,088.01 | 92,738.68 |
| 32 | 02/10/2016 | 3,306.19 | 211.14 | 3,095.05 | 89,643.63 |

| | | | | | |
|--------------|------------|------------|-----------|------------|-----------|
| 33 | 03/10/2016 | 3,306.19 | 190.93 | 3,115.26 | 86,528.37 |
| 34 | 04/10/2016 | 3,306.19 | 197.00 | 3,109.19 | 83,419.18 |
| 35 | 05/10/2016 | 3,306.19 | 183.80 | 3,122.39 | 80,296.79 |
| 36 | 06/10/2016 | 3,306.19 | 182.82 | 3,123.37 | 77,173.42 |
| 37 | 07/10/2016 | 3,306.19 | 170.04 | 3,136.15 | 74,037.27 |
| 38 | 08/10/2016 | 3,306.19 | 168.57 | 3,137.62 | 70,899.65 |
| 39 | 09/10/2016 | 3,306.19 | 161.42 | 3,144.77 | 67,754.88 |
| 40 | 10/10/2016 | 3,306.19 | 149.29 | 3,156.90 | 64,597.98 |
| 41 | 11/10/2016 | 3,306.19 | 147.07 | 3,159.12 | 61,438.86 |
| 42 | 12/10/2016 | 3,306.19 | 135.37 | 3,170.82 | 58,268.04 |
| 2016 Totals | | 39,674.28 | 2,115.63 | 37,558.65 | |
| 43 | 01/10/2017 | 3,306.19 | 132.66 | 3,173.53 | 55,094.51 |
| 44 | 02/10/2017 | 3,306.19 | 125.44 | 3,180.75 | 51,913.76 |
| 45 | 03/10/2017 | 3,306.19 | 106.76 | 3,199.43 | 48,714.33 |
| 46 | 04/10/2017 | 3,306.19 | 110.91 | 3,195.28 | 45,519.05 |
| 47 | 05/10/2017 | 3,306.19 | 100.29 | 3,205.90 | 42,313.15 |
| 48 | 06/10/2017 | 3,306.19 | 96.34 | 3,209.85 | 39,103.30 |
| 49 | 07/10/2017 | 3,306.19 | 86.16 | 3,220.03 | 35,883.27 |
| 50 | 08/10/2017 | 3,306.19 | 81.70 | 3,224.49 | 32,658.78 |
| 51 | 09/10/2017 | 3,306.19 | 74.36 | 3,231.83 | 29,426.95 |
| 52 | 10/10/2017 | 3,306.19 | 64.84 | 3,241.35 | 26,185.60 |
| 53 | 11/10/2017 | 3,306.19 | 59.62 | 3,246.57 | 22,939.03 |
| 54 | 12/10/2017 | 3,306.19 | 50.54 | 3,255.65 | 19,683.38 |
| 2017 Totals | | 39,674.28 | 1,089.62 | 38,584.66 | |
| 55 | 01/10/2018 | 3,306.19 | 44.81 | 3,261.38 | 16,422.00 |
| 56 | 02/10/2018 | 3,306.19 | 37.39 | 3,268.80 | 13,153.20 |
| 57 | 03/10/2018 | 3,306.19 | 27.05 | 3,279.14 | 9,874.06 |
| 58 | 04/10/2018 | 3,306.19 | 22.48 | 3,283.71 | 6,590.35 |
| 59 | 05/10/2018 | 3,306.19 | 14.52 | 3,291.67 | 3,298.68 |
| 60 | 06/10/2018 | 3,306.19 | 7.51 | 3,298.68 | 0.00 |
| 2018 Totals | | 19,837.14 | 153.76 | 19,683.38 | |
| Grand Totals | | 198,371.40 | 12,923.40 | 185,448.00 | |

Final payment may vary due to the actual date payments were received.

Navarro County

By: _____
Hershell M. Davenport

Title: County Judge

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EXHIBIT C TO EQUIPMENT LEASE-PURCHASE AGREEMENT
ACCEPTANCE CERTIFICATE

Welch State Bank
396 S. Commercial; PO Box 129
Welch, OK 74369

Re: Equipment Lease-Purchase Agreement, dated June 10, 2013 (the "Agreement") between Welch State Bank ("Lessor") and Navarro County ("Lessee")

Ladies and Gentlemen:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

- (1) All of the Equipment (as defined in the Agreement) has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the required insurance coverage.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute as Event of Default (as defined in the Agreement) exists at the date hereof.

Acceptance Date: _____

Equipment Description: **Caterpillar 120M2 Motor Grader SN# M9C00322**

Navarro County

By: _____
Hershell M. Davenport

Title: County Judge



OFFICE OF
R. LOWELL THOMPSON
CRIMINAL DISTRICT ATTORNEY
NAVARRO COUNTY COURTHOUSE
300 WEST 3RD AVENUE, SUITE 203
CORSICANA, TEXAS 75110

TELEPHONE
903-654-3045

FAX
903-872-6858

EXHIBIT D TO EQUIPMENT LEASE-PURCHASE AGREEMENT
OPINION OF COUNSEL
(On Counsel's Letterhead)

Welch State Bank PO
Box 129
Welch, OK 74369

As counsel for the Navarro County ("Lessee"), I have examined duly executed originals of the Equipment Lease-Purchase Agreement (the "Agreement") dated June 10, 2013, by and between Lessee and Welch State Bank ("Lessor"), the proceedings taken by Lessee to authorize and execute the Agreement together with other related documents, and the Constitution of the State of Texas the ("State") as presently enacted and construed. Based upon said examination and upon such other examination as I have deemed necessary or appropriate, it is my opinion that:

Lessee was duly organized and is validly existing under the Constitution and laws of the State as a political subdivision of the State. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorized this transaction and Lessee's Resolution, attached as Exhibit F to the Agreement. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms in the event Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.


Lessee has complied with applicable public bidding requirements.

To the best of our knowledge, no litigation is pending or threatened in any court or other tribunal, state or Federal, in any way affecting the validity of the Agreement.

The signatures of the officers of Lessee which appear on the Agreement are true and genuine; we know said officers and know them to hold the offices set forth below their names.

Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and **the** related regulations and rulings.

The Lessee has, in its Resolution, designated the Agreement as a "qualified tax-exempt obligation" under Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

Signature: 

Printed Name: R. Lowell Thompson

Address: 300 West 3rd Ave. Suite 203 Corsicana, Tx. 75110

Telephone: (903) 654-3045

Date: 6/10/13

EXHIBIT E TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated June 10, 2013 Between Welch State Bank as Lessor and Navarro County as Lessee.

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the Navarro County and I do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the budget year of Lessee is from

_____ to _____

Dated: _____

By: _____
Sherry Dowd

Title: County Clerk

EXHIBIT F TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated June 10, 2013 Between Welch State Bank as Lessor and Navarro County as Lessee.

RESOLUTION OF GOVERNING BODY

At a duly called meeting of the governing body of the Navarro County (the "Lessee") held on June 10, 2013, the following resolution was introduced and adopted:

RESOLVED, whereas the governing body of Lessee has determined that a true and very real need exists for the acquisition of Caterpillar 120M2 Motor Grader SN# M9C00322 (the "Equipment"), Lessee desires to finance the Equipment by entering into an Equipment Lease-Purchase Agreement with Welch State Bank as Lessor and Navarro County as Lessee (the "Agreement") according to the terms set forth in the Bid Proposal from Welch State Bank dated June 10, 2013, presented at the board meeting; and the Equipment will be used by Lessee for the purpose of:

RESOLVED, whereas the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such equipment,

RESOLVED, whereas the governing body hereby directs its legal counsel to review the Agreement and negotiate appropriate modifications to said Agreement so as to assure compliance with state law and local statutory law, prior to execution of the Agreement by those persons so authorized by the governing body for such purpose,

BE IT RESOLVED, by the governing body of Lessee that:

The terms of said Agreement are in the best interests of Lessee for the acquisition of such Equipment and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to or attest, respectively, the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement.

Name and Title of Persons to Execute and Attest Agreement:

Hershell M. Davenport, County Judge

RESOLVED, Lessee covenants that it will perform all acts within its power which are or may be necessary to insure that the interest portion of the Rental Payments coming due under the Agreement will at all times remain exempt from federal income taxation under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.

Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it and its subordinate entities shall not issue or effect the issuance of, more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2013 calendar year and hereby designates the Agreement as a "qualified tax-exempt obligation", as defined by Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Agreement is the same as presented at said meeting of the governing body of Lessee.

Sherry Dowd
Secretary/Clerk of Lessee

Attachments: Related Board Minutes

EXHIBIT G TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated June 10, 2013 Between Welch State Bank as Lessor and Navarro County as Lessee.

INSURANCE REQUIREMENTS

In accordance with the Equipment Lease-Purchase Agreement requirements for insurance coverage, the Lessee has instructed the insurance agent to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment as defined in the Agreement, and in an amount at least equal to the then applicable Purchase Price of the Equipment, evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Lessor "and/or its assigns" Loss Payee.
- b. Public Liability Insurance evidenced by a Certificate of Insurance naming "Lessor and/or its Assigns" as an Additional Insured and with the following minimum coverage:

Equipment Description: Caterpillar 120M2 Motor Grader SN# M9C00322

\$500,000.00 per person
\$500,000.00 aggregate bodily injury liability
\$300,000.00 property damage liability

Insurance Agent (provide name, address and telephone number):

| |
|-------------------------------|
| Texas Association of Counties |
| 1210 San Antonio Street |
| PO Box 2131 |
| Austin, TX 78768 |
| 512-478-8753 |

Proof of insurance coverage or a "Self-Insurance" Letter must be provided to Lessor prior to the time the Equipment is delivered.

EXHIBIT H TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated June 10, 2013 Between Welch State Bank as Lessor and Navarro County as Lessee.

CERTIFICATE OF BANK ELIGIBILITY

This Certificate of Bank Eligibility is entered into and executed by the Navarro County as Lessee, supplementing and adding to the Equipment Lease-Purchase Agreement (the "Agreement").
Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it and its subordinate entities shall not issue or effect the issuance of, more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2013 calendar year and hereby designates the Agreement as a "qualified tax-exempt obligation", as defined by Section 256 (b)(3) of the Internal Revenue Code of 1986, as amended.

Lessee: Navarro County

By: _____
Hershell M. Davenport

Title: County Judge _____

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INVOICE INSTRUCTIONS

Please fill in below the address that invoices for the payments should be sent to:

Person/Department: Auditors Office

Name of Lessee: Navarro County

Street/P.O. Box: 300 W. Third Ave., Suite 10

City, State, Zip: Corsicana, Texas 75110

Equipment Lease-Purchase Agreement between Welch State Bank as Lessor and Navarro County as Lessee dated June 10, 2013

Equipment Description: Caterpillar 120M2 Motor Grader SN# M9C00322

Purchase Order or other information that must be on the invoice:

Name and phone number of person to contact if payment is not received by due date:

Name: Patty Wells, Assistant County Auditor

Phone Number: (903) 875-3318

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting AuthorityIf Amended Return, check here ☐

| | | |
|---|-------------------------|---|
| 1 Issuer's name Navarro County | | 2 Issuer's employer identification number (EIN) 75-6001092 |
| 3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) | | 3b Telephone number of other person shown on 3a |
| 4 Number and street (or P.O. box if mail is not delivered to street address) 300 W. 3rd Avenue | Room/suite 10 | 5 Report number (For IRS Use Only) 3 |
| 6 City, town, or post office, state, and ZIP code Corsicana, TX 75110 | | 7 Date of issue 06/10/2013 |
| 8 Name of issue Lease/Purchase | | 9 CUSIP number |
| 10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Hershell M. Davenport, County Judge | | 10b Telephone number of officer or other employee shown on 10a 903-654-3025 |

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

| | | | |
|---|----|----------------|-----------|
| 11 Education | 11 | | |
| 12 Health and hospital | 12 | | |
| 13 Transportation | 13 | | |
| 14 Public safety | 14 | | |
| 15 Environment (including sewage bonds) | 15 | | |
| 16 Housing | 16 | | |
| 17 Utilities | 17 | | |
| 18 Other. Describe ► Lease/Purchase Equipment | 18 | 185,448 | 00 |
| 19 If obligations are TANs or RANs, check only box 19a | | | |
| If obligations are BANs, check only box 19b | | | |
| 20 If obligations are in the form of a lease or installment sale, check box | | | |

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

| | (a) Final maturity date | (b) Issue price | (c) Stated redemption price at maturity | (d) Weighted average maturity | (e) Yield |
|----|-------------------------|-----------------|---|-------------------------------|-----------|
| 21 | 06/10/2018 | \$ 185,448.00 | \$ N/A | 5 years | 2.67 % |

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

| | | | |
|---|----|--|--|
| 22 Proceeds used for accrued interest | 22 | | |
| 23 Issue price of entire issue (enter amount from line 21, column (b)) | 23 | | |
| 24 Proceeds used for bond issuance costs (including underwriters' discount) | 24 | | |
| 25 Proceeds used for credit enhancement | 25 | | |
| 26 Proceeds allocated to reasonably required reserve or replacement fund | 26 | | |
| 27 Proceeds used to currently refund prior issues | 27 | | |
| 28 Proceeds used to advance refund prior issues | 28 | | |
| 29 Total (add lines 24 through 28) | 29 | | |
| 30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) | 30 | | |

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

| | | |
|--|---|-------------|
| 31 Enter the remaining weighted average maturity of the bonds to be currently refunded | ► | _____ years |
| 32 Enter the remaining weighted average maturity of the bonds to be advance refunded | ► | _____ years |
| 33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) | ► | _____ |
| 34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY) | | |

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) **36a**
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☒
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ **Hershell M. Davenport**
Type or print name and title

Paid Preparer Use Only

| | | | | |
|----------------------------|----------------------|------|---|------|
| Print/Type preparer's name | Preparer's signature | Date | Check <input type="checkbox"/> if self-employed | PTIN |
| Firm's name ▶ | Firm's EIN ▶ | | | |
| Firm's address ▶ | Phone no. ▶ | | | |



Austin • Corpus Christi • Dallas • Fort Worth • Irving • Laredo • Longview • San Antonio • Nash •
Tyler • Victoria • Waco • Weslaco
Sales Proposal

05/22/2013

NAVARRO COUNTY PCT # 2
300 W 3RD AVE
CORSICANA, TX 75110-4672

CATERPILLAR INC 120M2 MOTORGRADER

MACHINE SPECIFICATIONS

Description Holt Cat is pleased to quote (1) New Caterpillar 120M-2 Motorgrader equipped as follows
From Buyboard.com

- 120M-2 MOTORGRADER
- GLOBAL ARRANGEMENT
- MOLDBOARD, 14 FT PLUS
- CUTTING EDGE, 14' BLADE
- END BITS, OVERLAY
- BLADE, 14' x 27" x 1"
- DRAWBAR, 4 SHOE CIRCLE GUIDES
- WEATHER, STANDARD
- ACCUMULATORS, BLADE LIFT
- PRECLEANER, STANDARD
- INSTALLATION ARRANGEMENT
- BASE + 1 (RIP)
- LIGHTS, FRONT HEADLIGHTS, LOW
- STARTING, (50 MT)
- CAB, PLUS
- TIRES, 17.5R25 BS VKT 1* MP
- PUSH PLATE
- LANGUAGE, ENGLISH
- COMFORT PACKAGE
- LIGHTS, WORKING, PLUS
- CAMERA, REAR VISION
- MIRRORS, OUTSIDE MOUNTED
- GUARD, TRANSMISSION
- CATERPILLAR PRODUCT LINK PL522
- ANTIFREEZE, WINDSHIELD WASHER
- AM / FM RADIO

| | |
|---------------------|-----------------------------|
| QUOTE GRAND TOTAL | \$ 207,248 |
| Trade In Deere 670B | \$ 22,000 |
| SN# 519972 | TRADE DIFFERENCE \$ 185,248 |

WARRANTY

Standard 1 Year Machine. Cat Insurance extended Powertrain and Hydraulics for total of 3 years or 5000 hours.

F.O.B./TERMS

Navarro PCT # 2 County Barn. Delivery approximately 30 days after receipt of order.

Your Caterpillar dealer from the Red River to the Rio Grande
Call 1-800-275-4658 for the HOLT CAT store nearest you, or visit our website
WWW.HOLTCAT.COM



PURCHASE ORDER
NAVARRO COUNTY, TEXAS

| | |
|--|-----------|
| PURCHASE ORDER | |
| PD # | 237293 |
| NO. | DUPLICATE |
| REFER TO THIS NUMBER ON ALL INVOICES AND COMMUNICATION | |

VENDOR
VENDOR: 004419 HOLT TEXAS LIMITED
HOLT CAT
PO BOX 911975
DALLAS, TX 75391-1975

| | |
|---------------------------------|---------------|
| DATE | 06/10/2013 |
| DEPARTMENT CODE | |
| DEPARTMENT NAME | ROAD & BRIDGE |
| CONTRACT AWARDED DATE | |
| CONTRACT AND BOND APPROVED DATE | |
| REQUISITION NUMBER | |

DELIVER TO:

| QUANTITY | DESCRIPTION | DISTRIBUTION | UNIT PRICE | TOTAL |
|-------------|---------------------------|--------------|------------|------------|
| 1 | 120M-2 MOTORGRADER SN#519 | 212-612-575 | 7248.00 | 7248.00 |
| 1 | TRADE IN DEERE 670B | 212-612-575 | 22000.00- | 22000.00 |
| GRAND TOTAL | | | | 185,248.00 |

Budget provisions have been made and funds are available or will be available to meet this obligation when due, provided there is proper and legal performance.

APPROVED BY

Kathy D. Holloman
County Auditor

Mail Invoices To:
Navarro County Auditor's Office
300 West Third Avenue Suite 10
Corsicana, TX 75110-4672
903/654-3095 Fax 903/654-3097

White - Vendor Pink - Purchasing Canary - Receiving

910

Transmission Report

Date/Time06-10-201309:31:26 a.m.

Local ID 1903-654-3097

Local ID 2

Transmit Header Text

Local Name 1

Local Name 2

Navarro County Auditor

This document : Confirmed
(reduced sample and details below)
Document size : 8.5"x11"

FAX

TO: BuyBoard

Phone 800-695-2919

Fax Phone 800-211-5454

Date6-10-2013

Number of pages including cover sheet3

FROM: Terri Gillen

Navarro County

Auditor's Office

300 W. Third Ave., STE.10

Corsicana, TX

Phone 903-875-3306

Fax Phone 903-654-3097

REMARKS: ☐ Urgent ☐ For your review ☐ Reply ASAP ☒ Please Comment

Re: PO# 237293 in the amount of 185,248.

Please call me if you have any questions.

Thank you,

Terri

Total Pages Scanned : 3

Total Pages Confirmed : 3

| No. | Job | Remote Station | Start Time | Duration | Pages | Line | Mode | Job Type | Results |
|-----|-----|----------------|--------------------------|----------|-------|------|------|----------|---------|
| 001 | 876 | TASB, Inc. | 09:29:54 a.m. 06-10-2013 | 00:01:06 | 3/3 | 1 | EC | HS | CP14400 |

Abbreviations:

HS: Host send

HR: Host receive

WS: Waiting send

PL: Polled local

PR: Polled remote

MS: Mailbox save

MP: Mailbox print

CP: Completed

FA: Fail

TU: Terminated by user

TS: Terminated by system

RP: Report

G3: Group 3

EC: Error Correct

491

FAX

Date

6-10-2013

Number of pages including cover sheet

3

TO: BuyBoard

Phone 800-695-2919

Fax Phone 800-211-5454

FROM: Terri Gillen

Navarro County

Auditor's Office

300 W. Third Ave., STE. 10

Corsicana, TX

Phone 903-875-3306

Fax Phone 903-654-3097

REMARKS:

☐ Urgent

☐ For your review

☐ Reply ASAP

☒ Please Comment

Re: PO# 237293 in the amount of 185,248.

Please call me if you have any questions.

Thank you,

Terri

#19.

492

Job No. 11246-03 0003PERM

283 Corporate Drive
P.O. Box 3106
Houma, LA 70361-3106

(985) 879-2731 VOICE
(985) 876-9052 FAX



One Sterling Plaza
10101 Southwest Freeway, Suite 620
Houston, TX 77074

(713) 219-1470 VOICE
(713) 219-1471 FAX

May 30, 2013

Navarro County Commissioners Office
ATTN: Julie Ferguson
300 West 3rd Avenue, Suite 14
Corsicana, TX 75110

RE: Seaway Crude Pipeline Company LLC
Proposed 30-Inch Pipeline
Navarro County Road Crossings

Ms. Ferguson:

On behalf of Seaway Crude Pipeline LLC, I am seeking to obtain the necessary permits for the installation of a 30-inch pipeline within Navarro County. The proposed pipeline will cross county roads in Precinct 1, Precinct 2 and Precinct 3. The county roads, separated by precinct, are listed below.

| | | | |
|-------------|--|--|--|
| Precinct 1: | NE CR 3251 NE CR 3210 NE CR 2070 | NE CR 3270 NE CR 2060 NE CR 2071 | NE CR 3220 NE CR 2050 NE CR 2030/Line Road |
| Precinct 2: | NE CR 2010 SE CR 0070 | NE CR 0040 SE CR 0040 | NE CR 0020 SE CR 0060 |
| Precinct 3: | SE CR 1010 SW CR 2130 SW CR 2348 | SW CR 0010 SW CR 2344 SW CR 2380 | SW CR 0025 SW CR 0020/Bonner Road |

The proposed pipeline will be installed via bore method a minimum depth of 7-feet below the centerline of the roadway and a minimum depth of 6-feet below the centerline of the bar ditches. In lieu of casing, the carrier pipe, within the right-of-way, will be superior to the carrier pipe outside of the right-of-way by being of a greater wall thickness, as noted on the enclosed permit drawings. Also enclosed is the required certificate of insurance naming Navarro County the certificate holder, as well as the "Agreement for License Adjacent to or Crossing County Roads" application for each precinct. Please forward this information to the proper commissioner for each precinct.

If any additional information is required, please do not hesitate to contact me at (985) 853-3969 or at mtaylor@mphinc.com. Please send any correspondence to me at the Houma, Louisiana address above.

Sincerely,

Marie Taylor
Environmental & Regulatory Project Manager

Enclosures

Surveying • Engineering • Environmental Services • Geographic Information Systems (GIS)
<http://www.mphinc.com>

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/23/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|--|
| PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS: |
| INSURED Seaway Crude Pipeline Company LLC 1100 Louisiana Street, 10th Floor Houston TX 77002 USA | INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of Pittsburgh 19445 INSURER B: New Hampshire Ins Co 23841 INSURER C: Illinois National Insurance Co 23817 INSURER D: INSURER E: INSURER F: |

COVERAGES CERTIFICATE NUMBER: 570050007985 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---|--|--|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | GL2803112 Commercial General Liab | 04/18/2013 | 04/18/2014 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | CA 480-70-20 Business Auto Coverage (A | 04/18/2013 | 04/18/2014 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION | | | | | | EACH OCCURRENCE AGGREGATE |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WC012948489 WC012948493 WC012948494 WC012948490 WC012948491 | 04/18/2013 04/18/2013 04/18/2013 04/18/2013 04/18/2013 | 04/18/2014 04/18/2014 04/18/2014 04/18/2014 04/18/2014 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

| | |
|--|---|
| CERTIFICATE HOLDER Navarro County Courthouse 300 West 3rd Avenue, Suite 14 Corsicana TX 75110 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i> |
|--|---|

Holder Identifier :

Certificate No : 570050007985

494



ADDITIONAL REMARKS SCHEDULE

| | | | |
|---|-----------|--|--|
| AGENCY Aon Risk Services Southwest, Inc. | | NAMED INSURED Seaway Crude Pipeline Company LLC | |
| POLICY NUMBER See Certificate Number: 570050007985 | | | |
| CARRIER See Certificate Number: 570050007985 | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|-------------------------------|--------|
| INSURER | |
| INSURER | |
| INSURER | |
| INSURER | |

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|----------|----------------------|-----------|----------|---------------------------------|------------------------------------|-------------------------------------|-------------------------|-------------|
| | AUTOMOBILE LIABILITY | | | | | | | |
| A | | | | CA 480-70-21 Truckers Policy | 04/18/2013 | 04/18/2014 | Combined Single Limi | \$1,000,000 |
| | WORKERS COMPENSATION | | | | | | | |
| B | | N/A | | WC012948492 | 04/18/2013 | 04/18/2014 | | |
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AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

Seaway Crude Pipeline Company LLC, Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County** ("the County") as follows:

I. Seaway Crude Pipeline Company LLC, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross NE CR 3251, NE CR 3270, NE CR 3220, NE CR 3210, certain county road(s) NE CR 2060, NE CR 2050, NE CR 2070, located in Precinct # 1, more NE CR 2071, NE CR 2030/Line Road fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for the County granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 7 (seven) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

(Note: minimum 7' below roads and minimum 6' below bar ditches)

Type of Pipeline:

30" Crude Oil Pipeline

The transport route (beginning and end): Cushing, Oklahoma to Jones Creek, Texas

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than 7 (seven) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces. (Note: minimum 7' below roads and minimum 6' below bar ditches)

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County's** request, remove the pipeline from the license area and restore the property to its original condition.

SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to the **County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected

and the County's requirements complied with. Such compliance shall be determined by the County Commissioner in whose precinct the work occurs.

V. **Owner**, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. **Owner** shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. **Owner**, its successors and assigns agree to release, defend, indemnify, and hold harmless **the County** its respective commissioners, agents and employees (collectively, the "**Indemnified Parties**"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "**Claims**"), which may grow out of, arise from, or in any manner be connected with the activities of **Owner's** agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "**Hazardous Materials**" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "**Remedial Work**" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("**action**"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("**law**"). **Owner** agrees, for the benefit of **the County** and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by **Owner** (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with **Owner's** (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by **Owner** (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by **Owner** under the supervision of an engineer selected by **Owner**. All costs and expenses of Remedial Work resulting from **Owner's** (including its drillers' and other contractors') operations shall be paid by **Owner**, including, without limitation, the charges of such contractors and/or the consulting engineer and **the County's** reasonable attorneys' fees and costs incurred in connection with the monitoring or

review of Remedial Work. If **Owner** shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, **the County** may (but shall not be required to), after first giving **Owner** thirty (30) days notice of its failure and **Owner's** continued failure to perform, cause such Remedial Work to be performed and **Owner** will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate **The County** or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. **Owner** will notify **the County** and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide **the County** and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by **Owner** pursuant to any law and (2) any report of and response to any such release including all Remedial Work. **Owner**, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of **Owner** and **Owner's** agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by **the County**, surface owner, or any third party in response to any federal, state or governmental authority, laws

or regulations, due and payable upon demand by **the County** or adjacent surface owner.

Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VIII. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Navarro County, Texas.

IX. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this ____ day of _____, 200__.

OWNER

By: _____

Tim Dyk, its Agent and Attorney-in-Fact

Company Name: Seaway Crude Pipeline Company LLC

Address: 1100 Louisiana Street, Suite 1000, Houston, TX 77002

Phone Number: 713-381-8231

NAVARRO COUNTY

By: _____
County Judge

By: _____
Commissioner of Precinct 1

Before me the undersigned notary public on this the ____ day of _____, 2013,
appeared _____, the County Judge of Navarro County, and
_____ Commissioner of Precinct 1 of Navarro County, who being sworn
upon their oath affirmed that they executed the foregoing License for the purposes and
consideration set forth herein.

Notary Public, State of Texas

(seal)

Printed Name

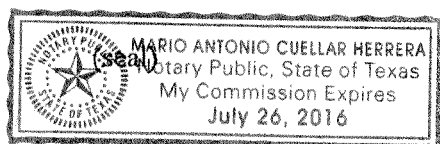
Commission Expires

Before me the undersigned notary public on this the 23rd day of May, 2013,
appeared Timothy S. Dyk, who is an authorized representative of Seaway Crude Pipeline Company LLC
(Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign
this License and that he executed the foregoing License for the purposes and consideration set
forth herein.

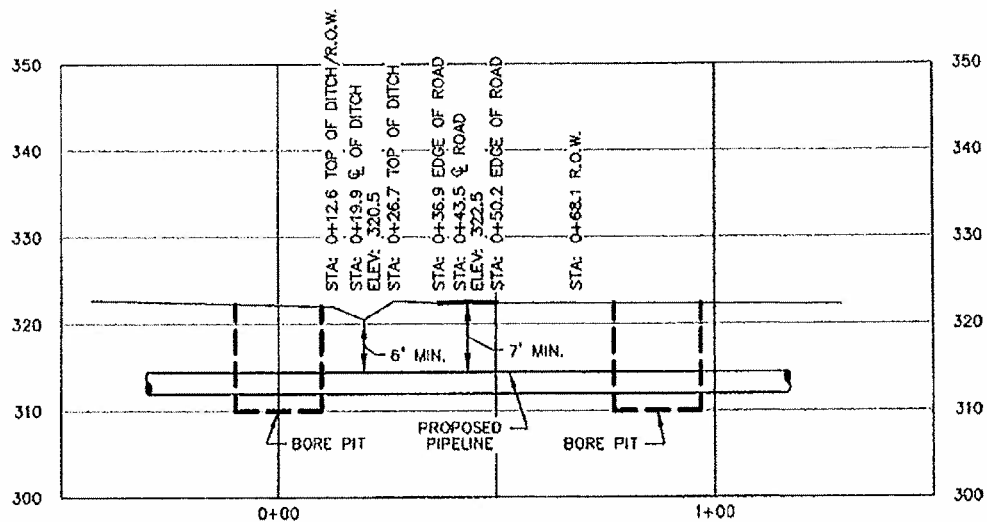
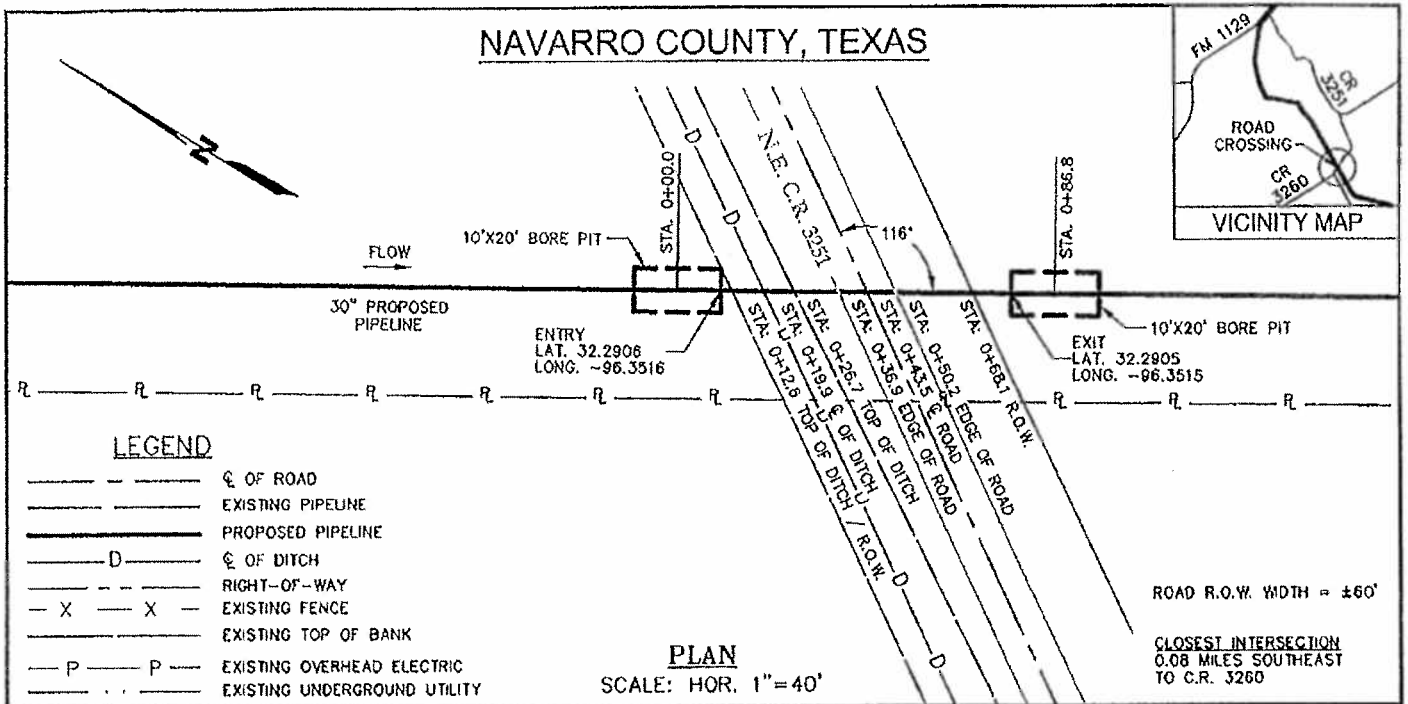
Mario Antonio Cuellar Herrera
Notary Public, State of Texas

Mario Antonio Cuellar Herrera
Printed Name

July 26, 2016
Commission Expires



502



NOTES:

1. HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD88 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS.
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195.

PIPE DATA

1. PRODUCT: CRUDE OIL
2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 86.8 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING
3. MINIMUM TEST PRESSURE: 1,800 PSIG
4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG
5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION
6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING

SEAWAY LOOP PIPELINE PROJECT - SEGMENT 3
JOB NUMBER: 32310
DATE: 05/02/2013
SCALE: 1" = 40' (UNLESS NOTED)
SURVEYOR: J.FERNANDEZ
TECHNICIAN: W.CESAR
DRAWING: TX-NV-0001.00210.DWG
TRACE ID: TX-NV-0001.00210

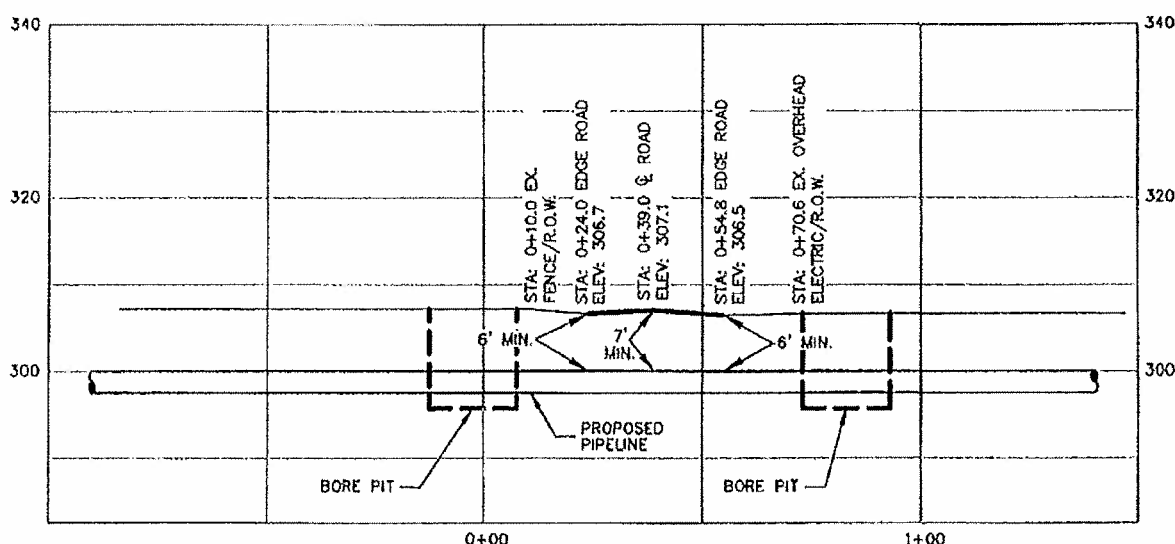
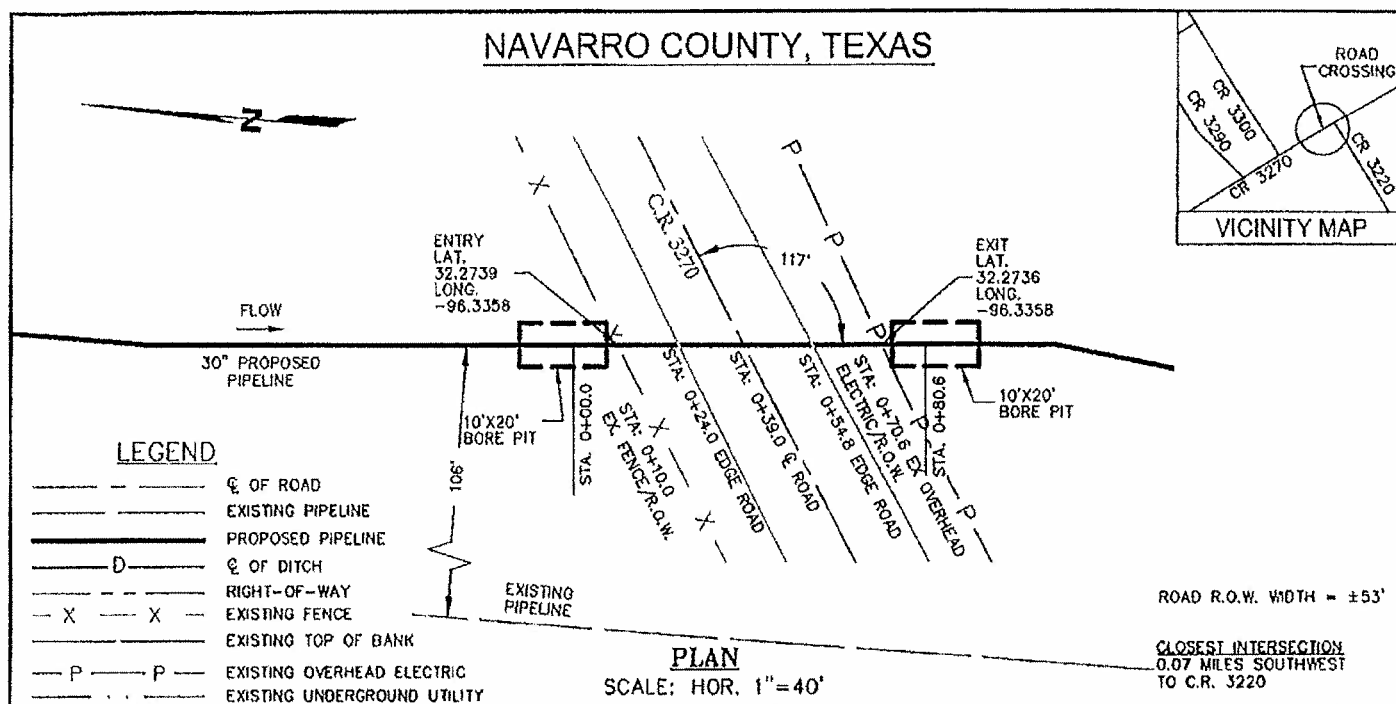


SURVEYING AND MAPPING INC. (SAM INC.)
4801 SOUTHWEST PARKWAY
PARKWAY TWO, SUITE 100
AUSTIN, TEXAS 78735
(512) 547-0070
FAX: (512) 326-3029
EMAIL: SAMSAM@SAMINC.BIZ

SEAWAY CRUDE PIPELINE
COMPANY LLC
PROPOSED CROSSING DETAIL
N.E. C.R. 3261
SEAWAY LOOP SEGMENT 3
DWG. NO.
TX-NV-0001.00210

TX-NV-0001.00210.DWG WICKSON 5/8/2013 2:32 PM

NAVARRO COUNTY, TEXAS

**NOTES:**

1. HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD83 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS.
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195.

PIPE DATA

1. PRODUCT: CRUDE OIL
2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 80.6 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING
3. MINIMUM TEST PRESSURE: 1,800 PSIG
4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG
5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION
6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING

SEAWAY LOOP PIPELINE PROJECT -- SEGMENT 3
JOB NUMBER: 32330
DATE: 01/08/2013
SCALE: 1" = 40' (UNLESS NOTED)
SURVEYOR: J. FERNANDEZ
TECHNICIAN: C. BENITZ
DRAWING: TX-NV-0001.00910.DWG
TRACT ID: TX-NV-0001.00910

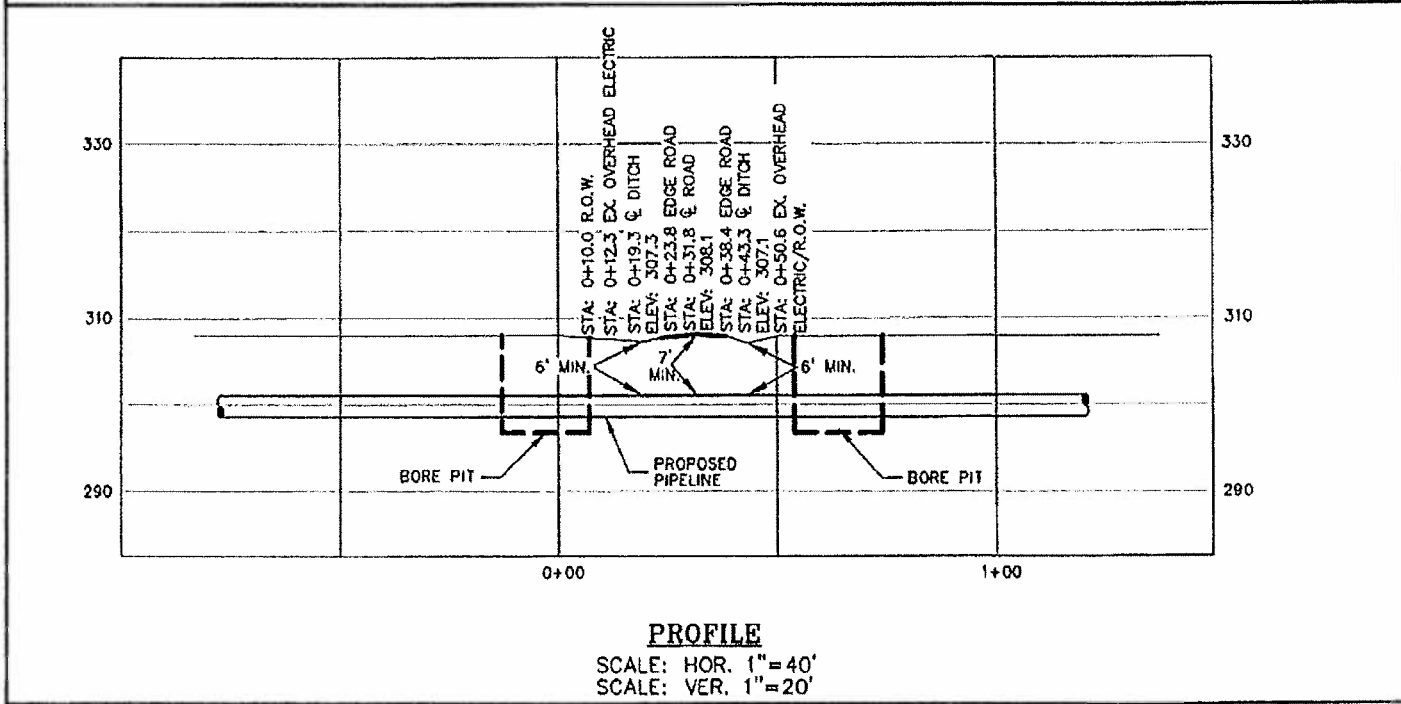
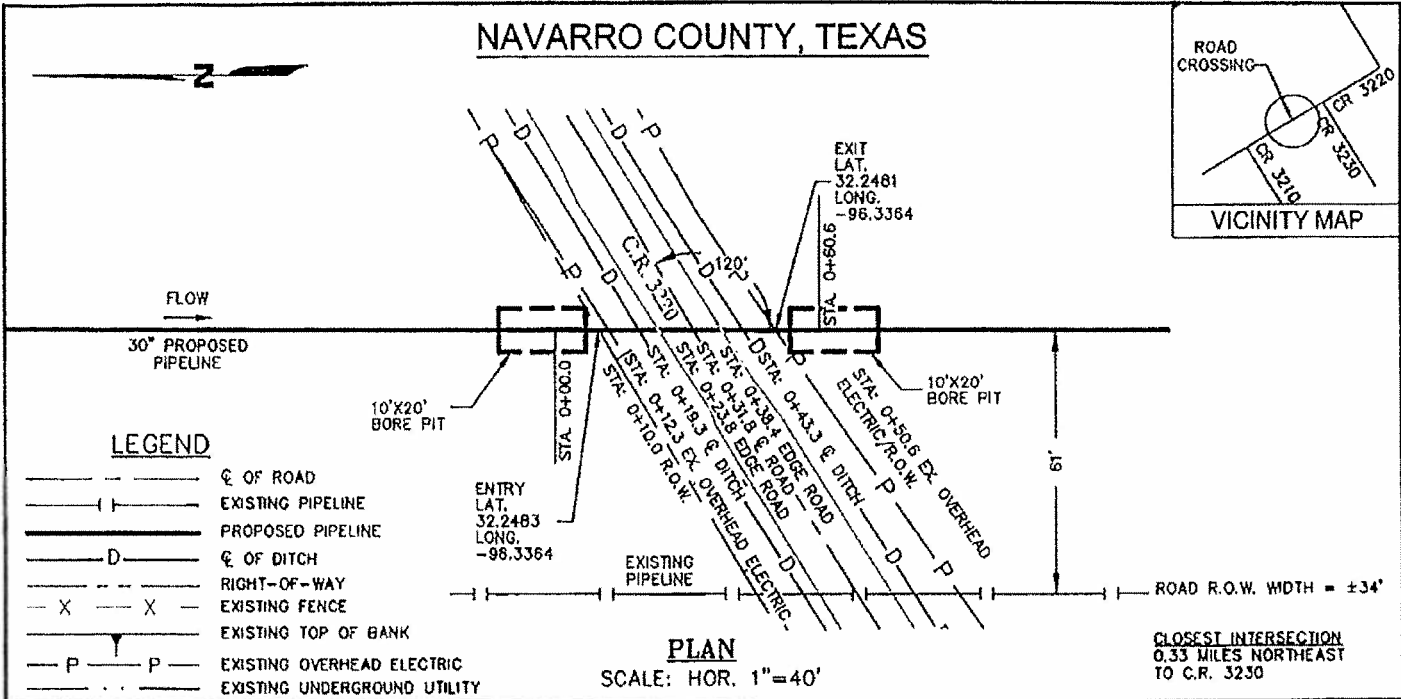
**Seaway
Crude**
PIPELINE COMPANY LLC

SAM
INC.
SURVEYING AND MAPPING INC. (SAM INC.)
4801 SOUTHWEST PARKWAY
PARKWAY TWO, SUITE 100
AUSTIN, TEXAS 78735
(512) 447-0576
FAX: (512) 326-3029
EMAIL: SAM@SAMINC.012

SEAWAY CRUDE PIPELINE
COMPANY LLC
PROPOSED CROSSING DETAIL
C.R. 3270
SEAWAY LOOP SEGMENT 3

DWG. NO.
TX-NV-0001.00910

TX-NV-0001.00910.DWG TBUAAS 4/24/2013 10:39 AM



NOTES:

1. HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD88 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS.
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195.

PIPE DATA

1. PRODUCT: CRUDE OIL
2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 60.6 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING
3. MINIMUM TEST PRESSURE: 1,800 PSIG
4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG
5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION
6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING

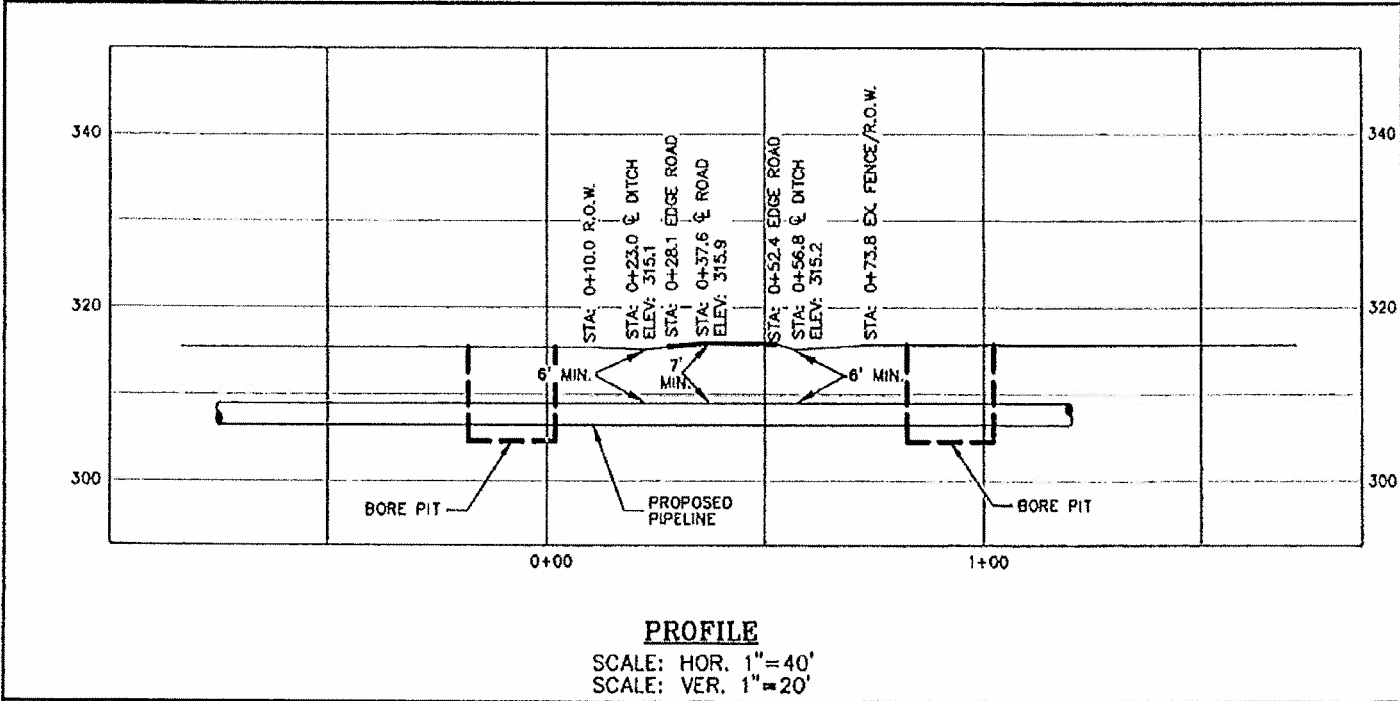
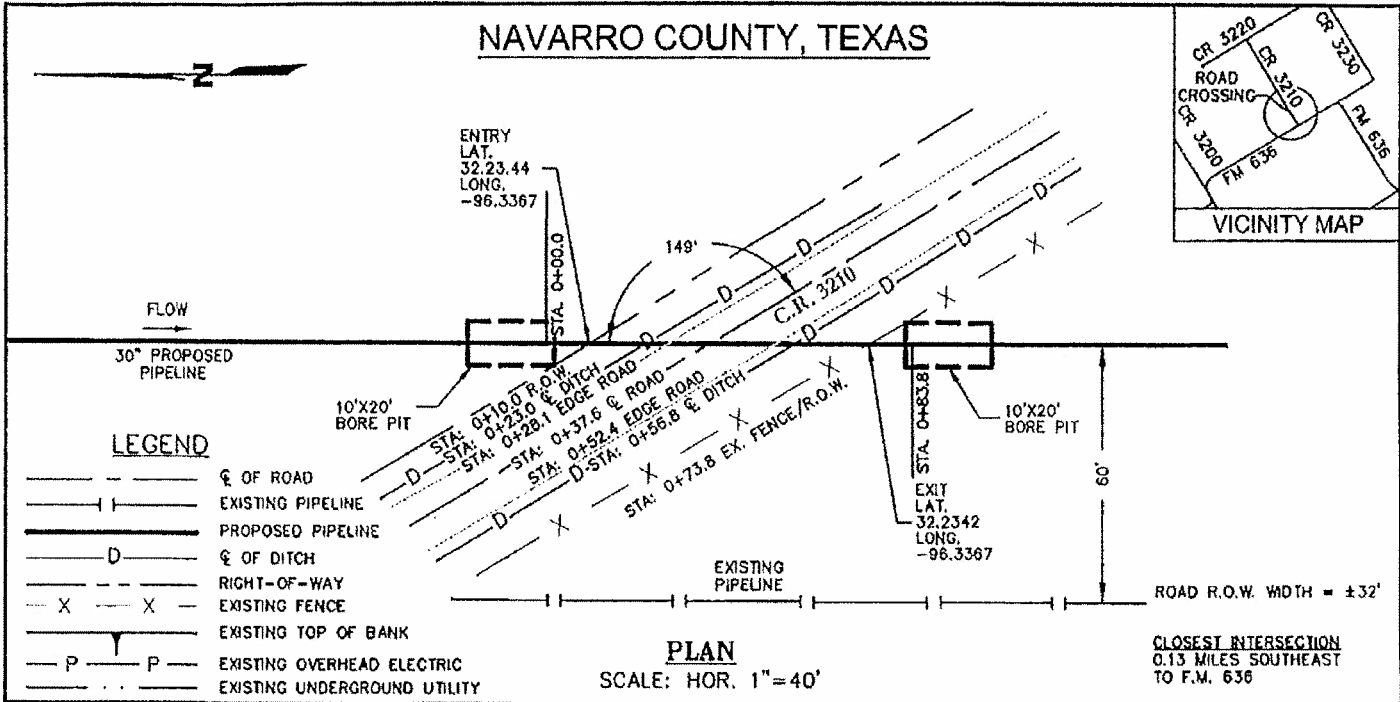
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|--|--|
| SEAWAY LOOP PIPELINE PROJECT - SEGMENT 3 | |
| JOB NUMBER: 32330 | |
| DATE: 01/09/2013 | |
| SCALE: 1" = 40' (UNLESS NOTED) | |
| SURVEYOR: J. FERNANDEZ | |
| TECHNICIAN: C. RENTZ | |
| DRAWING: TX-NY-0001.01510.000 | |
| TRACT ID: TX-NY-0001.01510 | |





SAM INC.
SURVEYING AND MAPPING INC. (SAM INC.)
4801 SOUTHWEST PARKWAY
PARADISE TWO, SUITE 100
AUSTIN, TEXAS 78736
(512) 447-0676
FAX: (512) 326-3029
EMAIL: SAM@SAMINC.COM

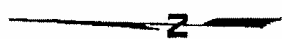
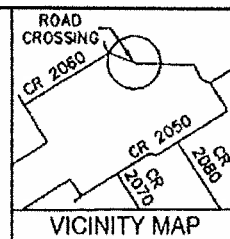
**SEAWAY CRUDE PIPELINE
COMPANY LLC**
PROPOSED CROSSING DETAIL
C.R. 3220
SEAWAY LOOP SEGMENT 3

DWG. NO.
TX-NY-0001.01510



| | | | | | |
|--|--|---|--|--|--|
| NOTES: 1. HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD88 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS. 2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION. 3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195. | | PIPE DATA 1. PRODUCT: CRUDE OIL 2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 83.8 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING 3. MINIMUM TEST PRESSURE: 1,800 PSIG 4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG 5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION 6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING | | | |
| SEAWAY LOOP PIPELINE PROJECT - SEGMENT 3 JOB NUMBER: 33330 DATE: 01/09/2013 SCALE: 1" = 40' (UNLESS NOTED) SURVEYOR: J. FERNANDEZ TECHNICIAN: C. RENTZ DRAWING: TX-NV-0001.01610.DWG TRACT ID: TX-NV-0001.01610 | |   <p>SURVEYING AND MAPPING INC. (SAM INC.) 4801 SOUTHWEST PARKWAY PARKWAY TWO, SUITE 100 AUSTIN, TEXAS 78735 (512) 467-0675 FAX: (512) 326-3029 EMAIL: SAM@SAMINC.BIZ</p> | | SEAWAY CRUDE PIPELINE COMPANY LLC PROPOSED CROSSING DETAIL C.R. 3210 SEAWAY LOOP SEGMENT 3 DWG. NO. TX-NV-0001.01610 | |

NAVARRO COUNTY, TEXAS

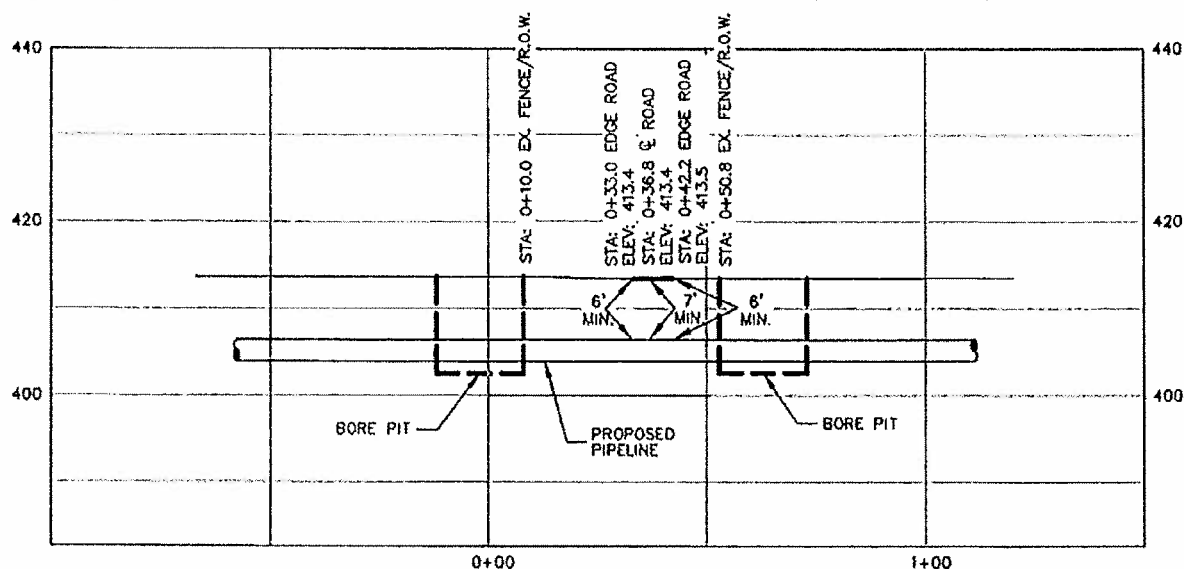
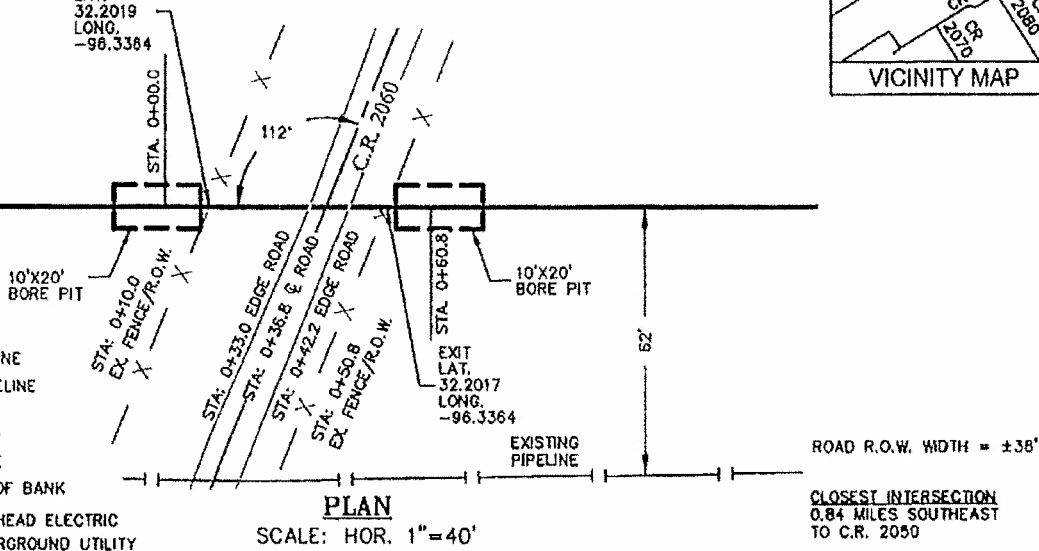


ENTRY
LAT.
32.2019
LONG.
-96.3364

FLOW
→

LEGEND

- OF ROAD
- - - EXISTING PIPELINE
- - - PROPOSED PIPELINE
- - - OF DITCH
- - - RIGHT-OF-WAY
- X - EXISTING FENCE
- - - EXISTING TOP OF BANK
- P - EXISTING OVERHEAD ELECTRIC
- - - EXISTING UNDERGROUND UTILITY



NOTES:

- HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD88 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS.
- EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
- THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 193.

PIPE DATA

- PRODUCT: CRUDE OIL
- CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 60.8 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING
- MINIMUM TEST PRESSURE: 1,800 PSIG
- MAXIMUM OPERATING PRESSURE: 1,440 PSIG
- TRAFFIC TO BE MAINTAINED DURING INSTALLATION
- PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING

SEAWAY LOOP PIPELINE PROJECT - SEGMENT 3
JOB NUMBER: 32530
DATE: 01/10/2013
SCALE: 1" = 40' (UNLESS NOTED)
SURVEYOR: J. FERNANDEZ
TECHNICIAN: C. RENTZ
DRAWING: TX-NV-0001.02310.DWG
TRACT ID: TX-NV-0001.02310

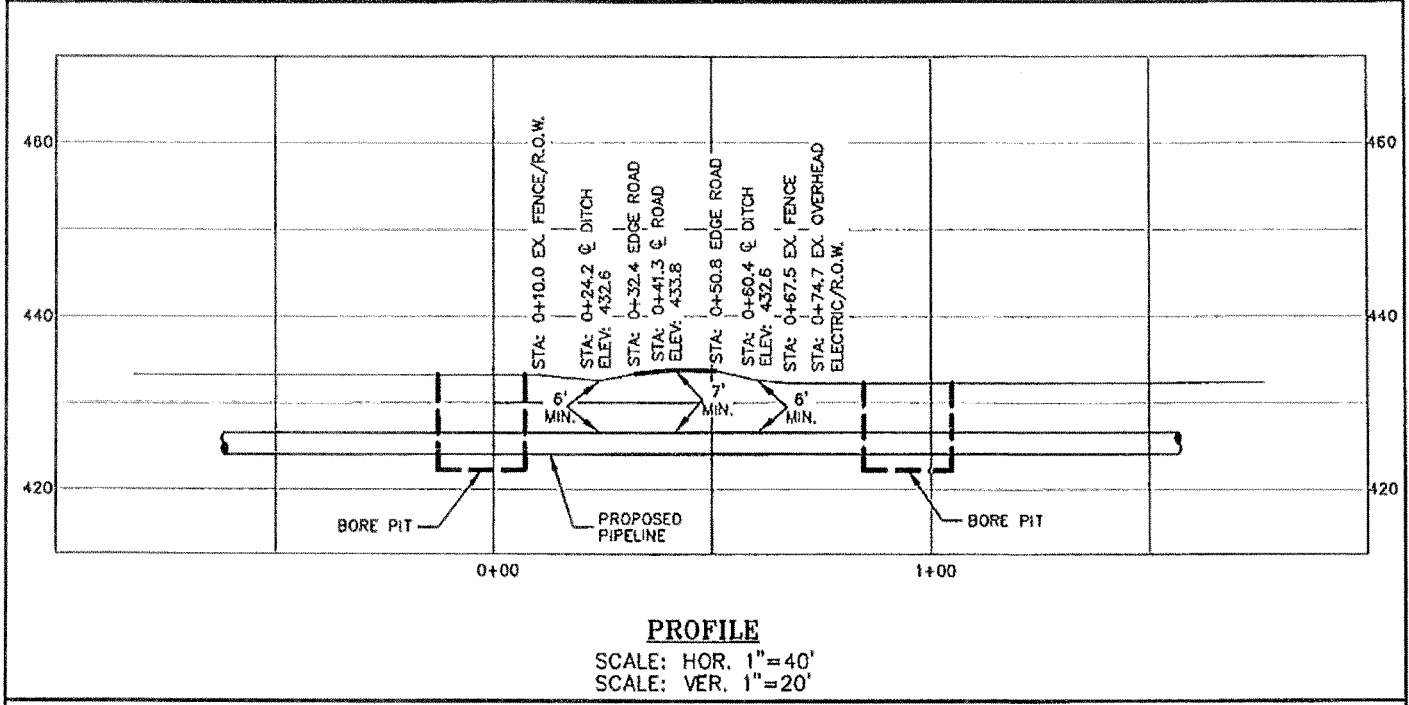
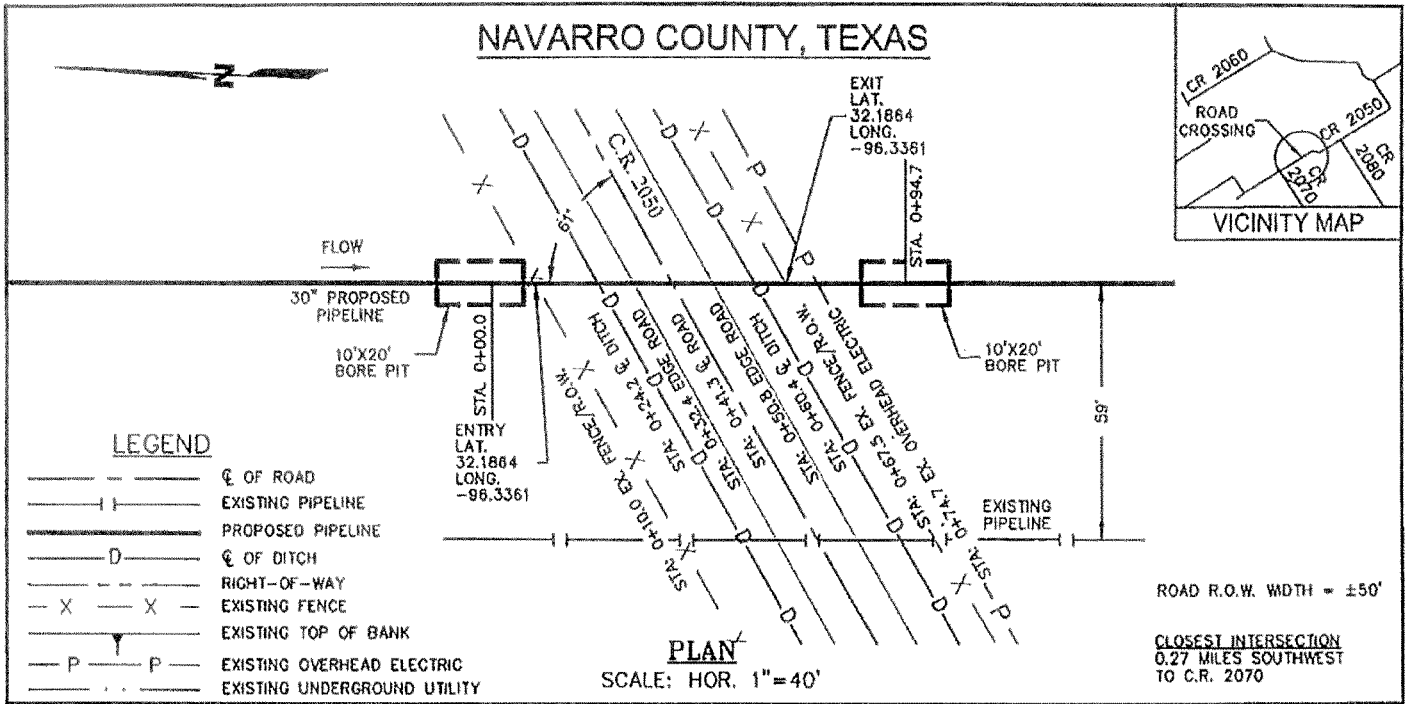




SURVEYING AND MAPPING INC. (SAM INC.)
4801 SOUTHWEST PARKWAY
FARMWAY TWO, SUITE 103
AUSTIN, TEXAS 78758
(512) 467-0575
FAX: (512) 326-3029
EMAIL: SAM@SAMINC.BIZ

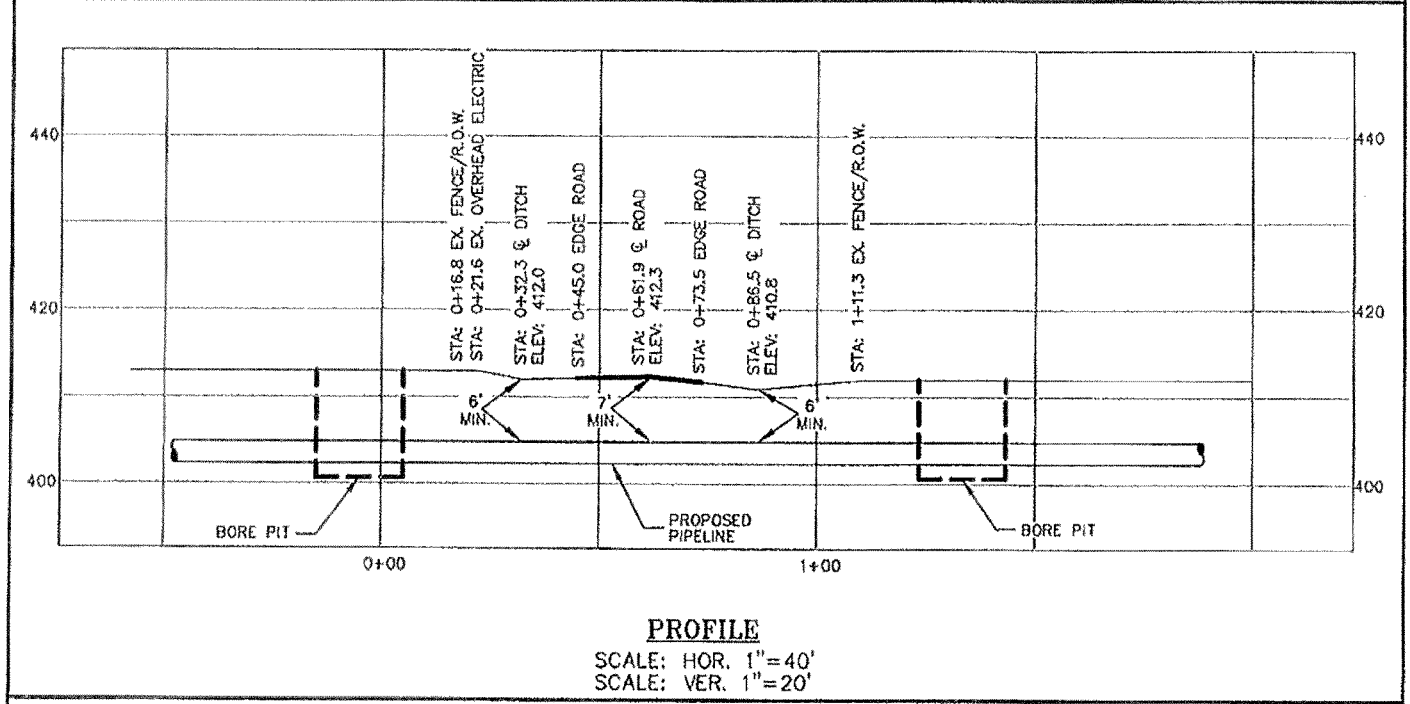
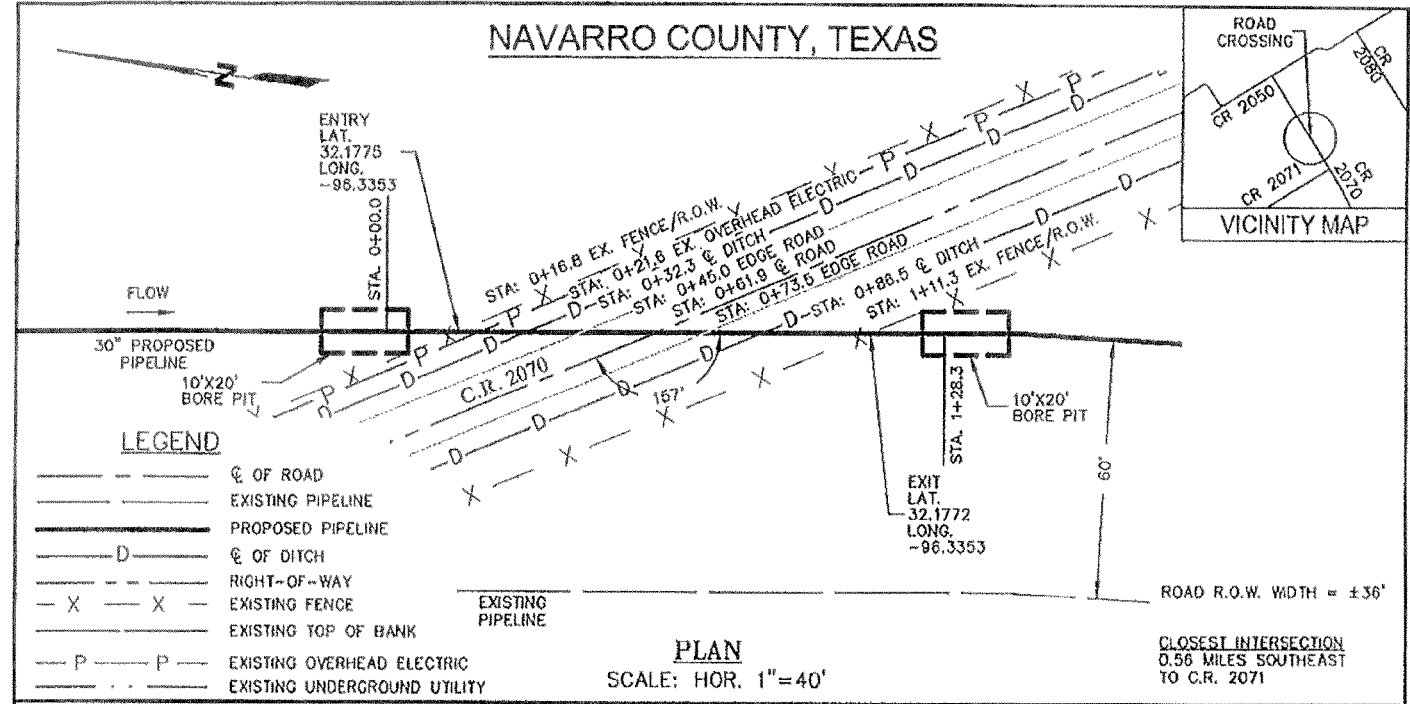
SEAWAY CRUDE PIPELINE
COMPANY LLC
PROPOSED CROSSING DETAIL
C.R. 2060
SEAWAY LOOP SEGMENT 3

DWG. NO.
TX-NV-0001.02310

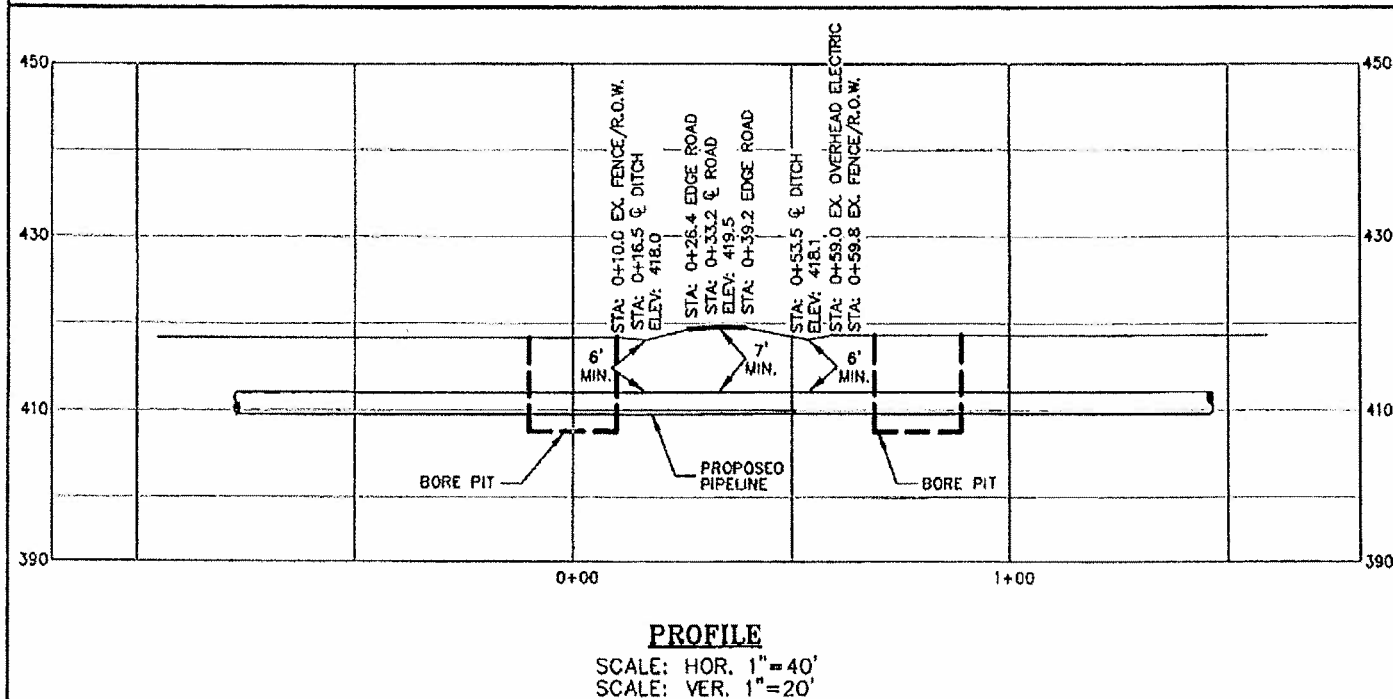
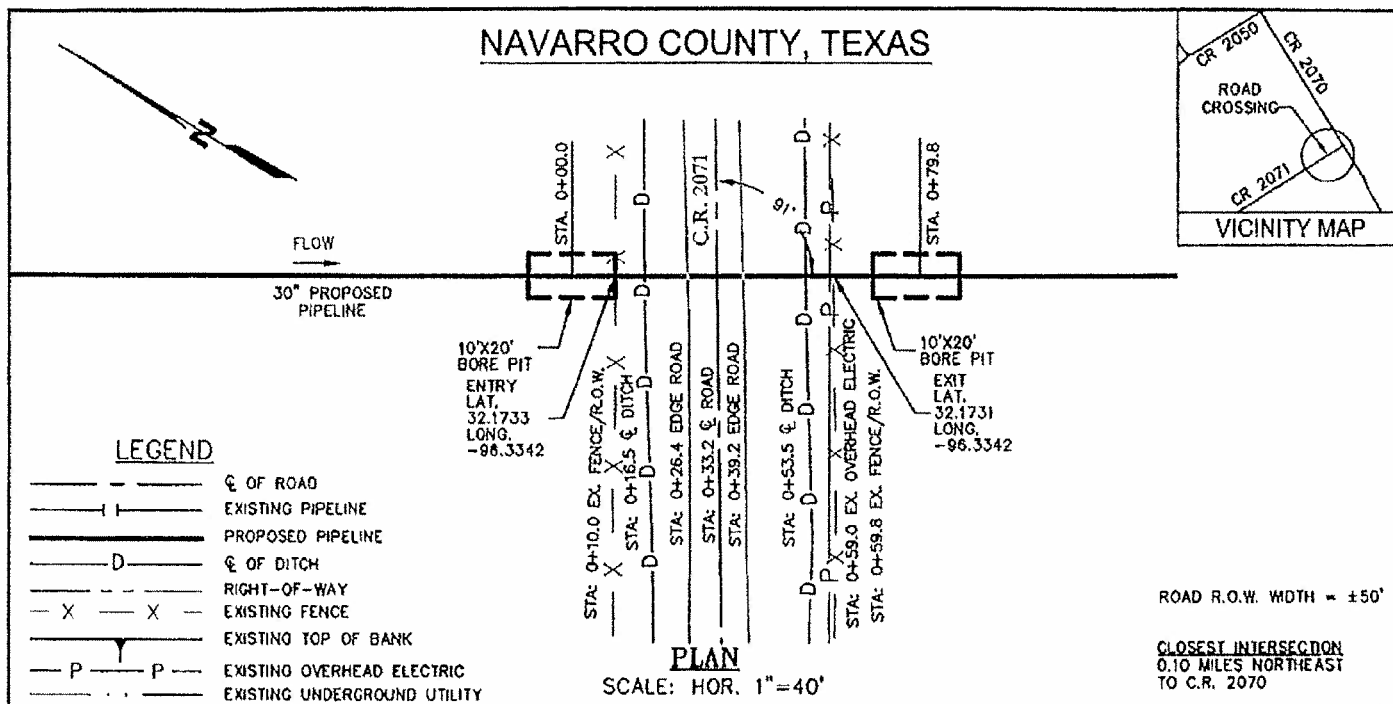
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|--|--|--|--|--|--|---|--|--|
| NOTES: | | | PIPE DATA | | | | | |
| 1. HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD88 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS. | | | 1. PRODUCT: CRUDE OIL | | | | | |
| 2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION. | | | 2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 94.7 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING | | | | | |
| 3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195. | | | 3. MINIMUM TEST PRESSURE: 1,800 PSIG | | | | | |
| | | | 4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG | | | | | |
| | | | 5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION | | | | | |
| | | | 6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING | | | | | |
| <div>SEAWAY LOOP PIPELINE PROJECT - SEGMENT 3</div> <div>JOB NUMBER: 32320</div> <div>DATE: 01/10/2013</div> <div>SCALE: 1" = 40' (UNLESS NOTED)</div> <div>SURVEYOR: J.FERNANDEZ</div> <div>TECHNICIAN: C.RENIZ</div> <div>DRAWING: TX-NV-0001.02510.DWG</div> <div>TRACT ID: TX-NV-0001.02510</div> | | | <div>Seaway Crude PIPELINE COMPANY LLC</div> <div>SAM[®] INC. SURVEYING AND MAPPING ENGINEERING</div> <div>SURVEYING AND MAPPING INC. (SAM INC.) 4801 SOUTHWEST PARKWAY PARKWAY TWO, SUITE 100 AUSTIN, TEXAS 78735 (512) 467-0675 FAX: (512) 326-3029 EMAIL: SAM@SAMINC.BIZ</div> | | | <div>SEAWAY CRUDE PIPELINE COMPANY LLC</div> <div>PROPOSED CROSSING DETAIL C.R. 2050 SEAWAY LOOP SEGMENT 3</div> <div>DWG. NO. TX-NV-0001.02510</div> | | |



| NOTES: | | PIPE DATA | |
|--|--|--|--|
| 1. HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD88 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS. | | 1. PRODUCT: CRUDE OIL | |
| 2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION. | | 2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 128.3 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING | |
| 3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195. | | 3. MINIMUM TEST PRESSURE: 1,800 PSIG | |
| | | 4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG | |
| | | 5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION | |
| | | 6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING | |
| SEAWAY LOOP PIPELINE PROJECT - SEGMENT 3 | | SEAWAY CRUDE PIPELINE COMPANY LLC | |
| JOB NUMBER: 32320 | | DATE: 03/04/2013 | |
| SCALE: 1" = 40' (UNLESS NOTED) | | SURVEYOR: J.FERNANDEZ | |
| TECHNICIAN: C.RENTZ | | DRAWING: TX-NV-0001.02610.0WD | |
| TRACT ID: TX-NV-0001.02610 | | TRACT ID: TX-NV-0001.02610 | |
| | | | |
| | | SURVEYING AND MAPPING INC. (SAM INC.) 4801 SOUTHWEST PARKWAY PARKWAY TWO, SUITE 100 AUSTIN, TEXAS 78735 (512) 447-0575 FAX: (512) 326-3029 EMAIL: SAM@SAMINC.BIZ | |
| | | PROPOSED CROSSING DETAIL C.R. 2070 SEAWAY LOOP SEGMENT 3 | |
| | | DWG. NO. TX-NV-0001.02610 | |



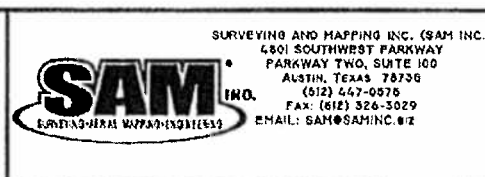
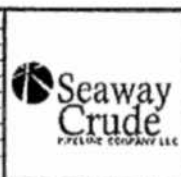
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1. HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD88 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS.
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195.

PIPE DATA

1. PRODUCT: CRUDE OIL
2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 79.8 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING
3. MINIMUM TEST PRESSURE: 1,800 PSIG
4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG
5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION
6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING

| | |
|--|--|
| SEAWAY LOOP PIPELINE PROJECT - SEGMENT 3 | |
| JOB NUMBER: 32520 | |
| DATE: 01/16/2013 | |
| SCALE: 1" = 40' (UNLESS NOTED) | |
| SURVEYOR: J. FARRAR | |
| TECHNICIAN: C. REITZ | |
| DRAWING: TX-NV-0001.02810.DWG | |
| TRACT ID: TX-NV-0001.02810 | |



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|--|
| SEAWAY CRUDE PIPELINE COMPANY LLC |
| PROPOSED CROSSING DETAIL C.R. 2071 SEAWAY LOOP SEGMENT 3 |
| DWG. NO. TX-NV-0001.02810 |

AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

Seaway Crude Pipeline Company LLC, Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County** ("the County") as follows:

I. Seaway Crude Pipeline Company LLC, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross ^{NE CR 2010, NE CR 0040, NE CR 0020,} certain county road(s) SE CR 0070, SE CR 0040, SE CR 0060, located in Precinct # 2, more fully described on the ^{**all county road crossings in precinct 2 are dual pipeline crossings} map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 7 (seven) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

(Note: minimum 7' below roads and minimum 6' below bar ditches)
Type of Pipeline:

30" Crude Oil Pipeline

The transport route (beginning and end): Cushing, Oklahoma to Jones Creek, Texas

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than 7 (seven) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces. (Note: minimum 7' below roads and minimum 6' below bar ditches)

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County's** request, remove the pipeline from the license area and restore the property to its original condition.

SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to the **County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected

and the County's requirements complied with. Such compliance shall be determined by the County Commissioner in whose precinct the work occurs.

V. **Owner**, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. **Owner** shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. **Owner**, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "**Indemnified Parties**"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "**Claims**"), which may grow out of, arise from, or in any manner be connected with the activities of **Owner's** agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "**Hazardous Materials**" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "**Remedial Work**" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("**action**"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("**law**"). **Owner** agrees, for the benefit of **the County** and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by **Owner** (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with **Owner's** (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by **Owner** (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by **Owner** under the supervision of an engineer selected by **Owner**. All costs and expenses of Remedial Work resulting from **Owner's** (including its drillers' and other contractors') operations shall be paid by **Owner**, including, without limitation, the charges of such contractors and/or the consulting engineer and **the County's** reasonable attorneys' fees and costs incurred in connection with the monitoring or

review of Remedial Work. If **Owner** shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, **the County** may (but shall not be required to), after first giving **Owner** thirty (30) days notice of its failure and **Owner's** continued failure to perform, cause such Remedial Work to be performed and **Owner** will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate **The County** or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. **Owner** will notify **the County** and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide **the County** and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by **Owner** pursuant to any law and (2) any report of and response to any such release including all Remedial Work. **Owner**, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of **Owner** and **Owner's** agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by **the County**, surface owner, or any third party in response to any federal, state or governmental authority, laws

or regulations, due and payable upon demand by the County or adjacent surface owner.

Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VIII. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Navarro County, Texas.

IX. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this ____ day of _____, 200__.

OWNER

By: _____

Tim Dyk, its Agent and Attorney-in-Fact

Company Name: Seaway Crude Pipeline Company LLC

Address: 1100 Louisiana Street, Suite 1000, Houston, TX 77002

Phone Number: 713-381-8231

NAVARRO COUNTY

By: _____
County Judge

By: _____
Commissioner of Precinct 2

Before me the undersigned notary public on this the ____ day of _____, 2013,
appeared _____, the County Judge of Navarro County, and
_____ Commissioner of Precinct 2 of Navarro County, who being sworn
upon their oath affirmed that they executed the foregoing License for the purposes and
consideration set forth herein.

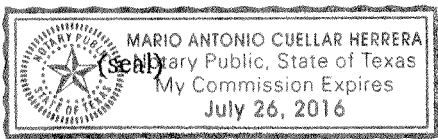
Notary Public, State of Texas

(seal)

Printed Name

Commission Expires

Before me the undersigned notary public on this the 23rd day of May, 2013,
appeared Timothy J. Dyk, who is an authorized representative of Seaway Crude Pipeline Company LLC
(Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign
this License and that he executed the foregoing License for the purposes and consideration set
forth herein.

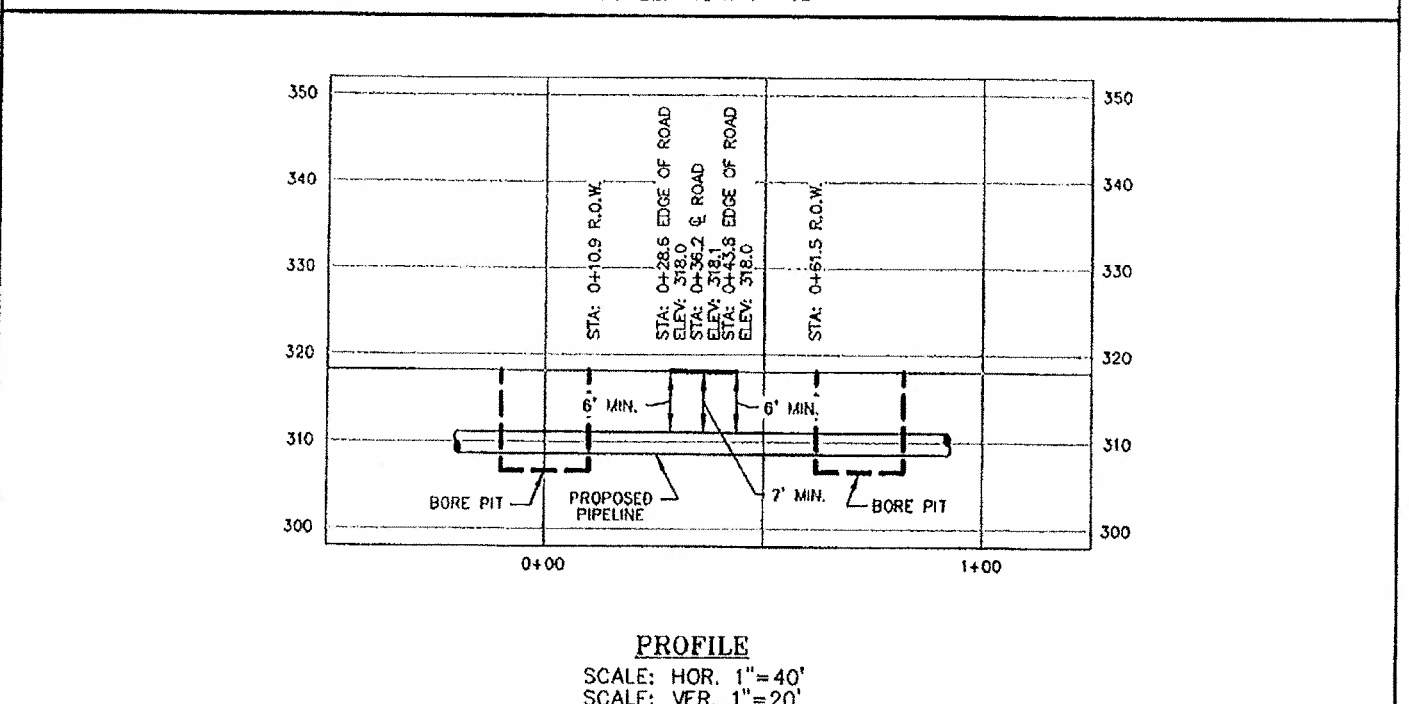
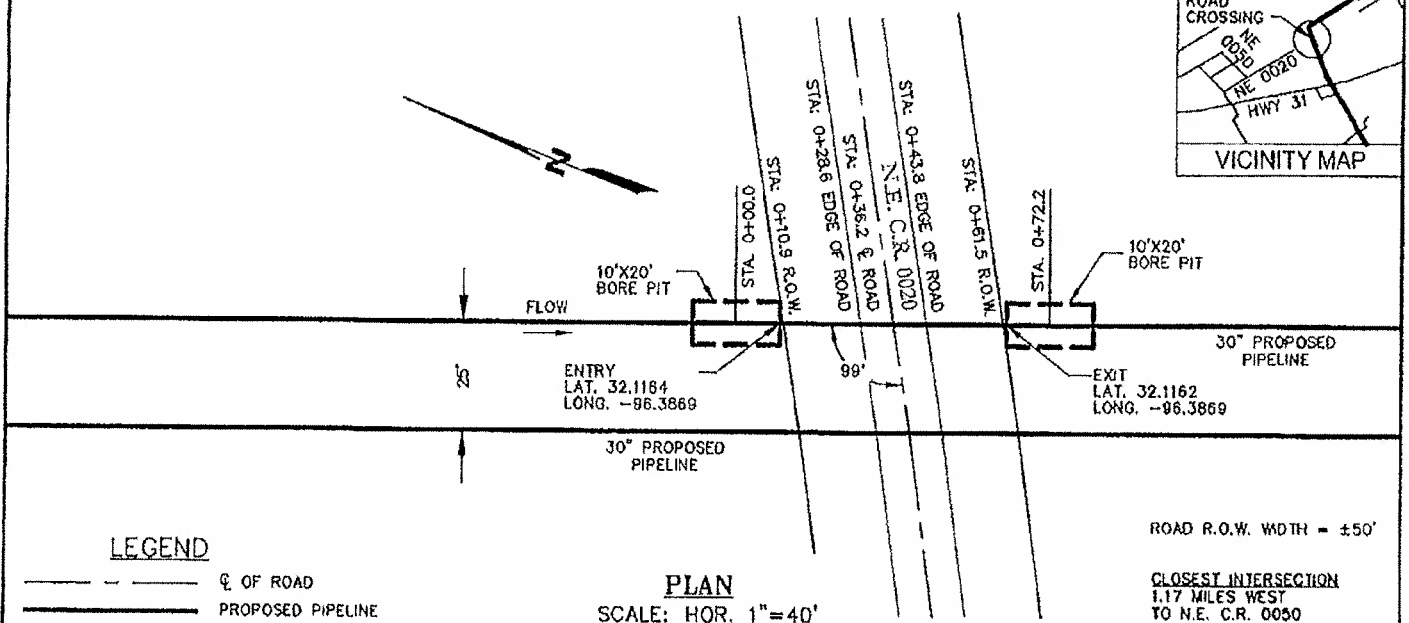
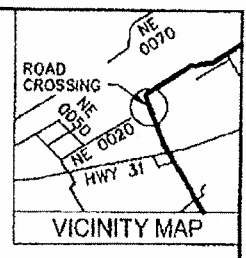


Mario Antonio Cuellar Herrera
Notary Public, State of Texas

Mario Antonio Cuellar Herrera
Printed Name

July 26, 2016
Commission Expires

NAVARRO COUNTY, TEXAS



NOTES:

1. HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD83 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS.
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195.

PIPE DATA

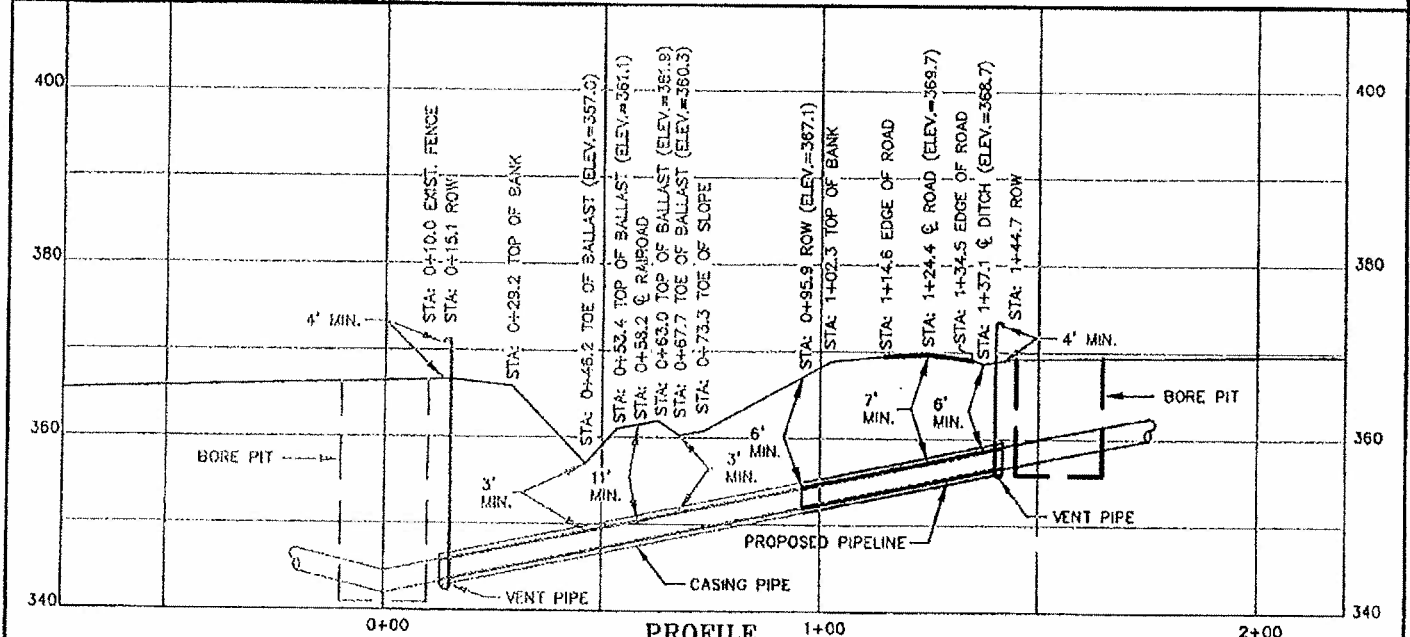
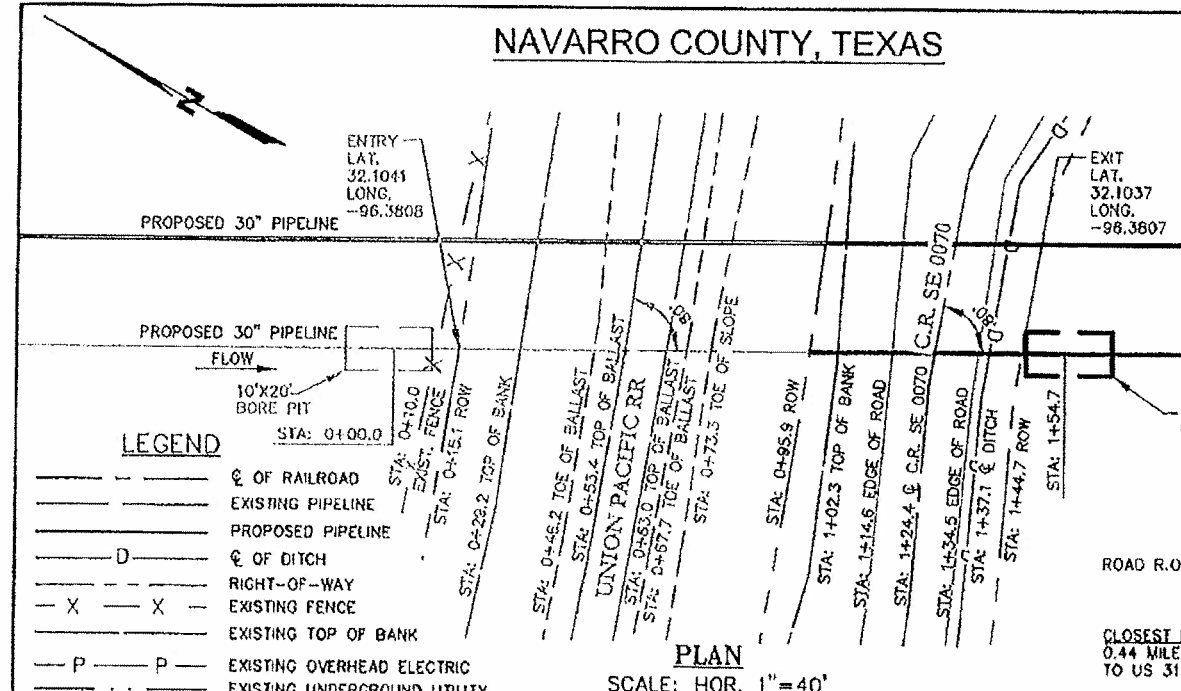
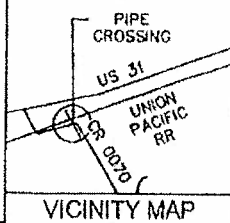
1. PRODUCT: CRUDE OIL
2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 72.2 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING
3. MINIMUM TEST PRESSURE: 1,800 PSIG
4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG
5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION
6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING

SEAWAY LOOP PIPELINE PROJECT - SEGMENT 3
 JOB NUMBER: 32330
 DATE: 03/02/2013
 SCALE: 1" = 40' (UNLESS NOTED)
 SURVEYOR: J. FERNANDEZ
 TECHNICIAN: WOODS
 DRAWING: TX-NV-0001.07311.DWG
 TRACT ID: TX-NV-0001.07311



SEAWAY CRUDE PIPELINE
 COMPANY LLC
 PROPOSED CROSSING DETAIL
 C.R. 0020
 SEAWAY LOOP SEGMENT 3
 DWG. NO.
 TX-NV-0001.07311

NAVARRO COUNTY, TEXAS



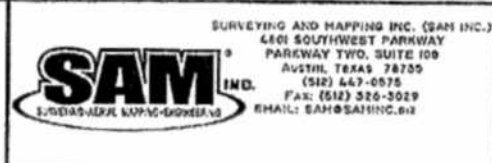
NOTES:

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3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195.

PIPE DATA

1. PRODUCT: CRUDE OIL
2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 58.8 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING
3. MINIMUM TEST PRESSURE: 1,800 PSIG
4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG
5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION
6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING
7. 42" O.D., 0.625" W.T. (MINIMUM), API 5L GRADE B (OR HIGHER SPECIFIED MINIMUM YIELD STRENGTH).

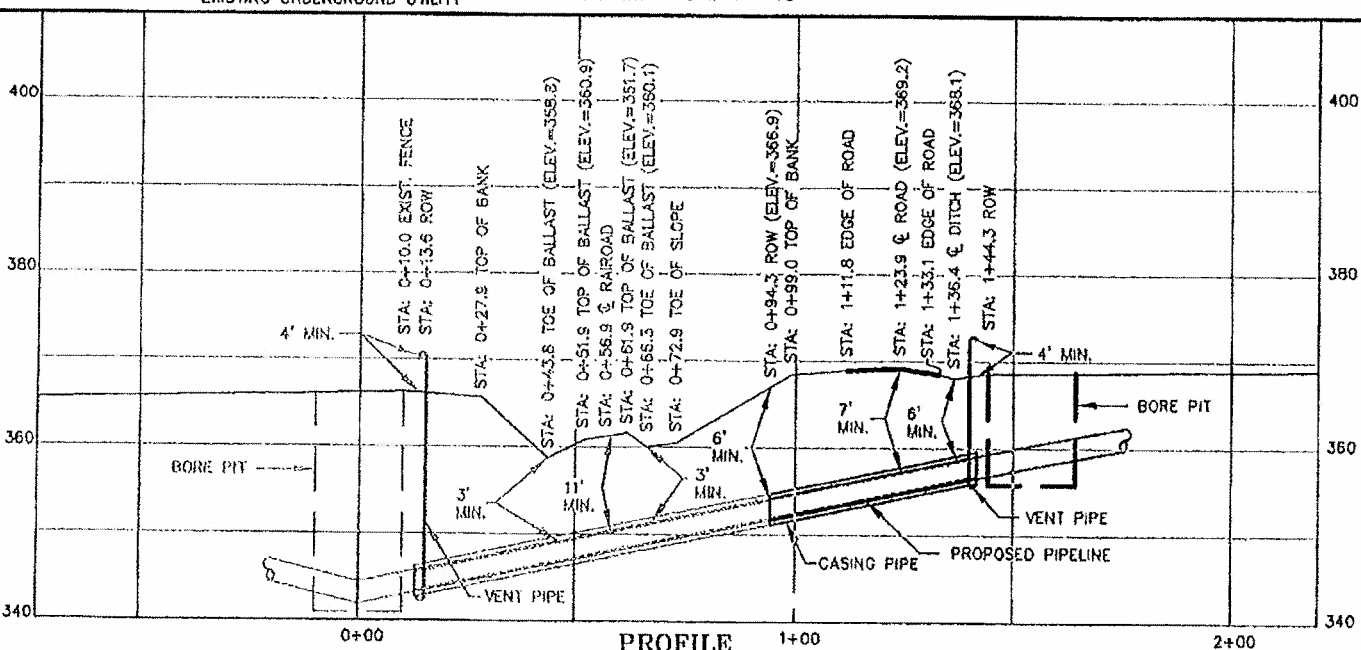
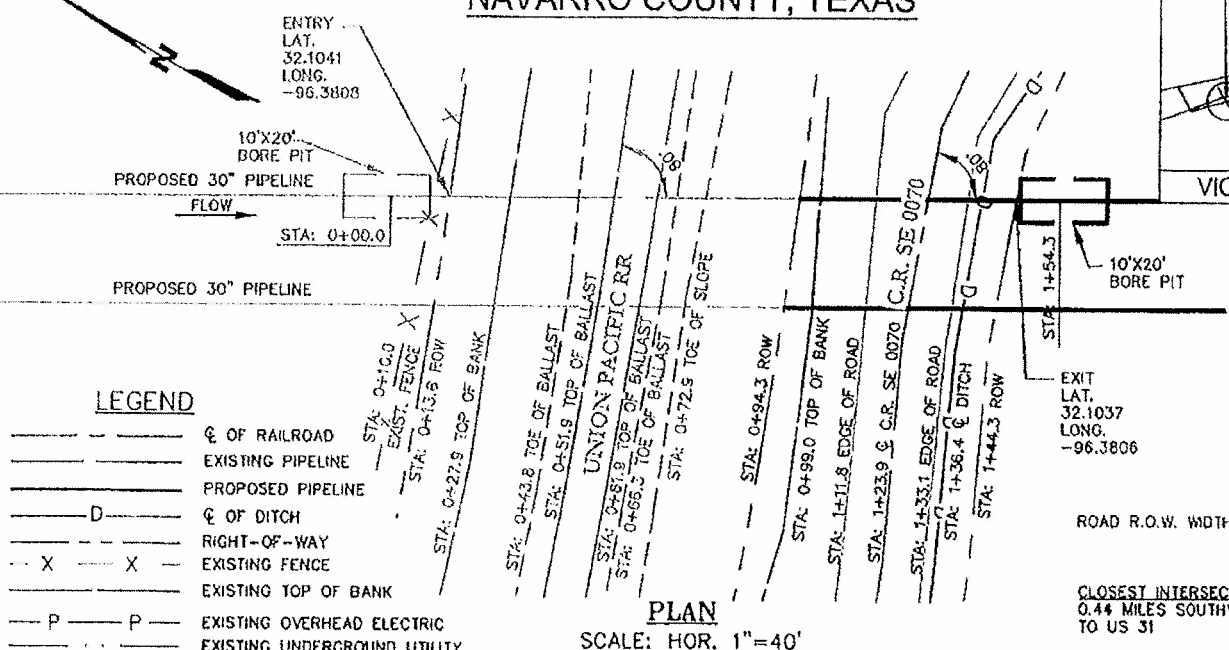
SEAWAY LOOP PIPELINE PROJECT - SEGMENT 3
JOB NUMBER: 32320
DATE: 07/19/2013
SCALE: 1" = 40' (UNLESS NOTED)
SURVEYOR: J. FERNANDEZ
TECHNICIAN: R. HICKINBOTTOM
DRAWING: TX-NV-0001.07610-CR SE 0070.DWG
TRACT ID: TX-NV-0001.07610-CR SE 0070



SEAWAY CRUDE PIPELINE
COMPANY LLC
PROPOSED CROSSING DETAIL
COUNTY ROAD SE 0070
SEAWAY LOOP SEGMENT 3
DWG. NO.
TX-NV-0001.07610

5 20

NAVARRO COUNTY, TEXAS



- NOTES:
1. HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD88 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS.
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 3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195.
- PIPE DATA
1. PRODUCT: CRUDE OIL
 2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 60.0 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING
 3. MINIMUM TEST PRESSURE: 1,800 PSIG
 4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG
 5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION
 6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING
 7. 42" O.D., 0.625" W.T. (MINIMUM), API 5L GRADE B (OR HIGHER SPECIFIED MINIMUM YIELD STRENGTH).

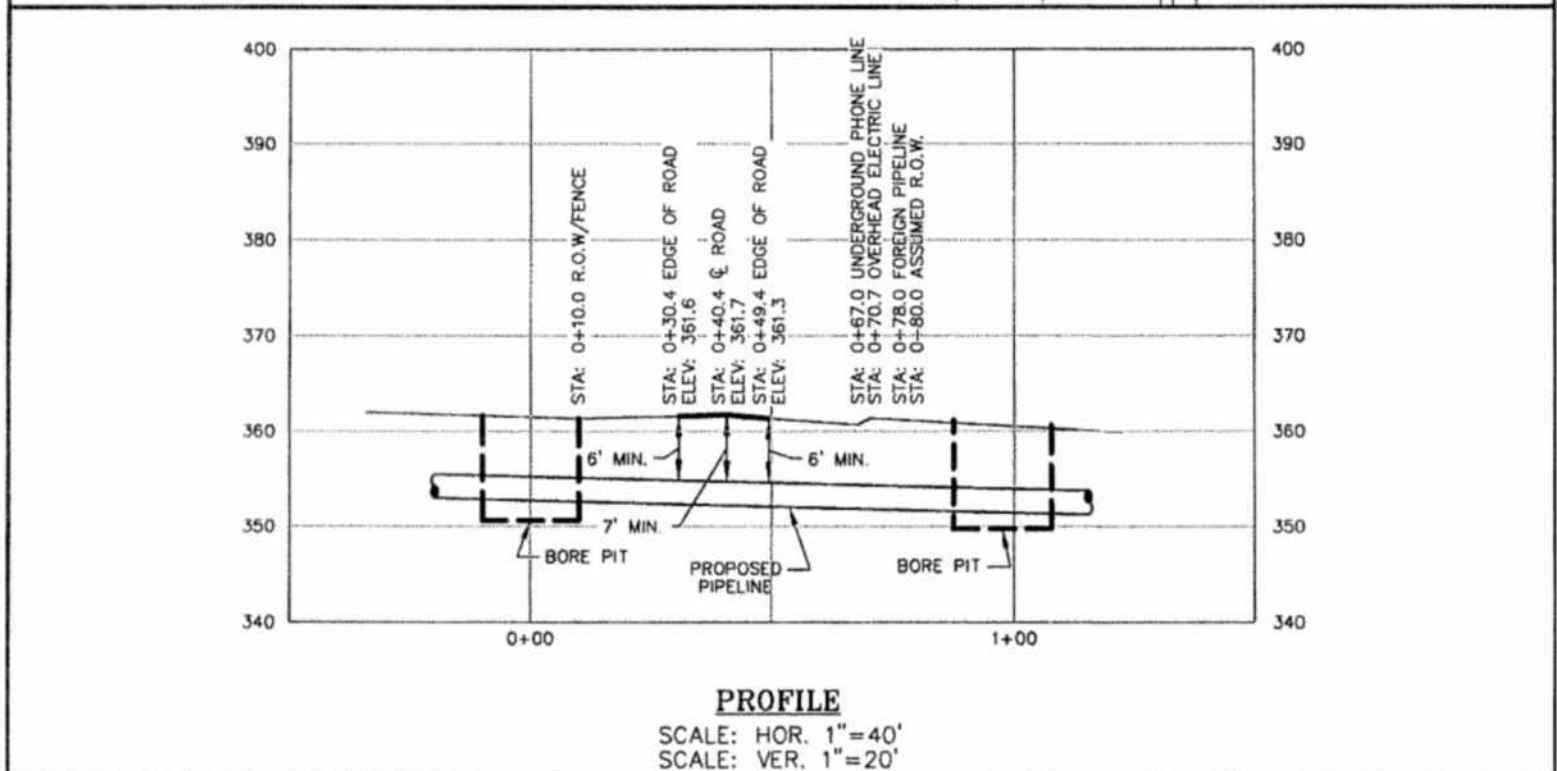
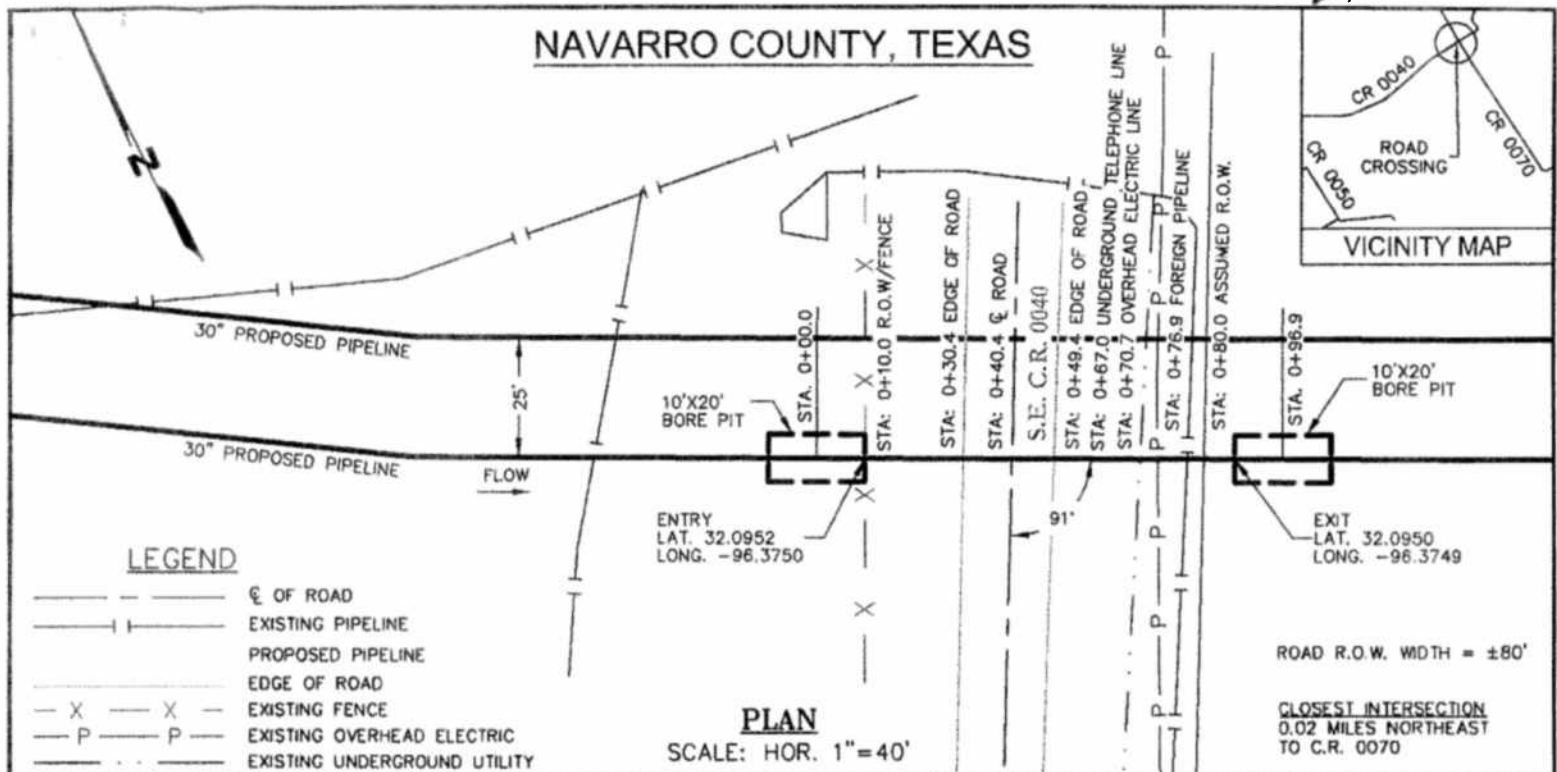
SEAWAY LOOP PIPELINE PROJECT - SEGMENT 3
JOB NUMBER: 32520
DATE: 02/19/2013
SCALE: 1" = 40' (UNLESS NOTED)
SURVEYOR: J. FERNANDEZ
TECHNICIAN: P. RICKENBOTHAM
DRAWING: TX-NV-0001.07611-CR SE 0070.DWG
TRACI ID: TX-NV-0001.07611-CR SE 0070

Seaway
Crude
PIPELINE COMPANY LLC

SAM
INC.
SURVEYING AND MAPPING INC. (SAM INC.)
4801 SOUTHWEST PARKWAY
PARKWAY TWO, SUITE 100
AUSTIN, TEXAS 78735
(512) 447-0576
FAX: (512) 326-3020
EMAIL: SAM@SAMINC.BIZ

SEAWAY CRUDE PIPELINE
COMPANY LLC
PROPOSED CROSSING DETAIL
COUNTY ROAD SE 0070
SEAWAY LOOP SEGMENT 3

DWG. NO.
TX-NV-0001.07611

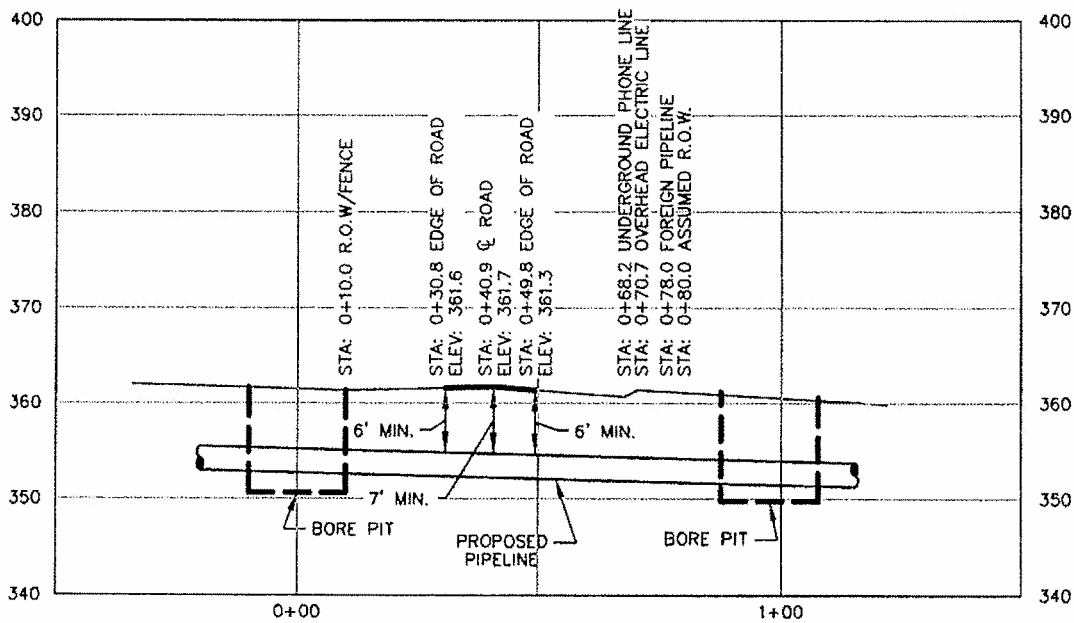
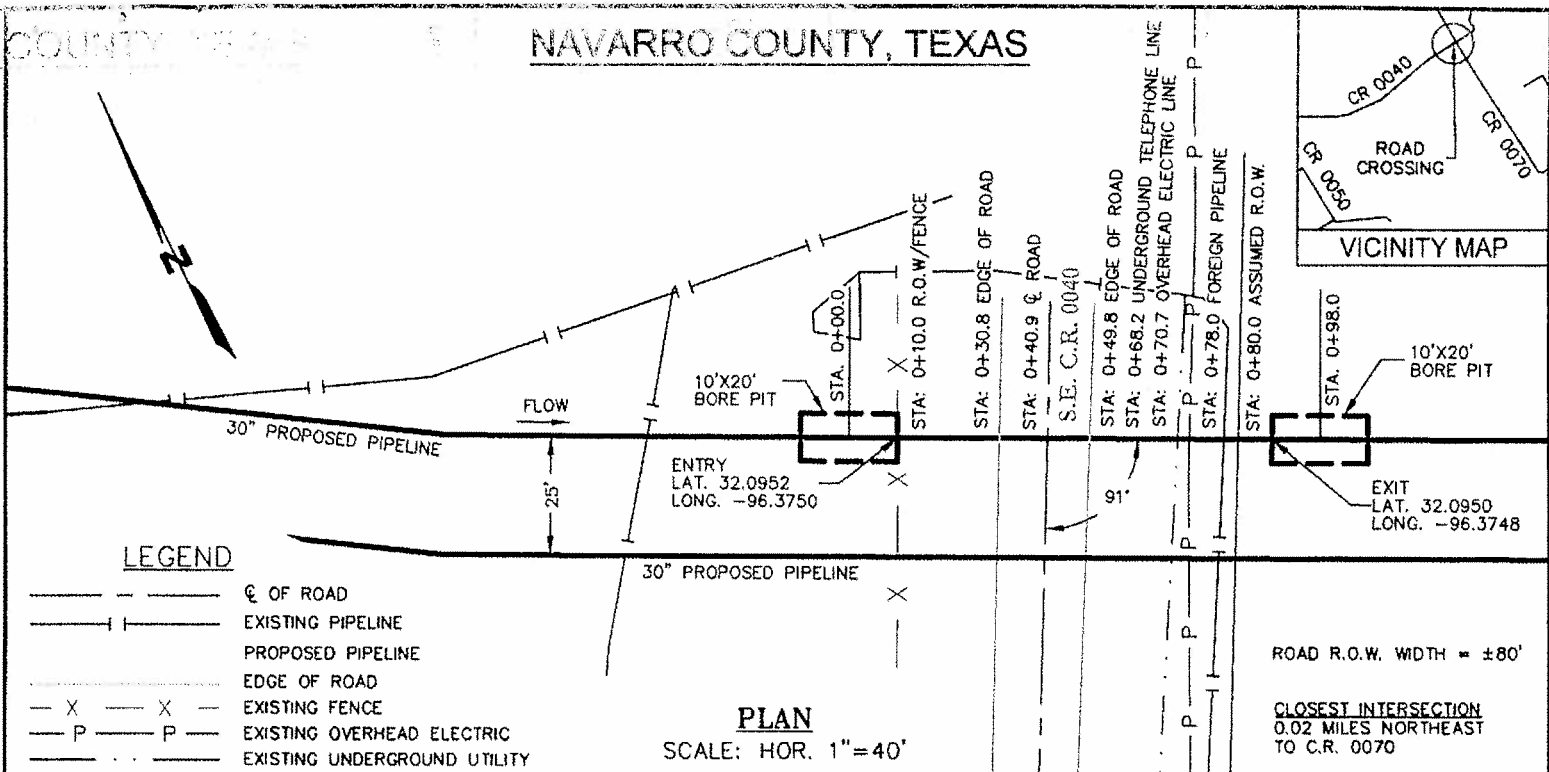


- NOTES:**

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 3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195.
- PIPE DATA**

 1. PRODUCT: CRUDE OIL
 2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 96.9 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING
 3. MINIMUM TEST PRESSURE: 1,800 PSIG
 4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG
 5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION
 6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING

| | | | |
|--|---|---|--|
| SEAWAY LOOP PIPELINE PROJECT - SEGMENT 3 JOB NUMBER: 32320 DATE: 05/02/2013 SCALE: 1" = 40' (UNLESS NOTED) SURVEYOR: J. FERNANDEZ TECHNICIAN: WCDJR DRAWING: TX-NV-0001.07910.DWG TRACT ID: TX-NV-0001.07910 | Seaway Crude PIPELINE COMPANY LLC | SAM INC. SURVEYING-AERIAL MAPPING-ENGINEERING SURVEYING AND MAPPING INC. (SAM INC.) 4801 SOUTHWEST PARKWAY PARKWAY TWO, SUITE 100 AUSTIN, TEXAS 78735 (512) 447-0875 FAX: (512) 526-3029 EMAIL: SAM@SAMINC.BIZ | SEAWAY CRUDE PIPELINE COMPANY LLC PROPOSED CROSSING DETAIL C.R. 0040 SEAWAY LOOP SEGMENT 3 DWG. NO. TX-NV-0001.07910 |
|--|---|---|--|



NOTES:

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PIPE DATA

1. PRODUCT: CRUDE OIL
2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 98.0 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING
3. MINIMUM TEST PRESSURE: 1,800 PSIG
4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG
5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION
6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING

SEAWAY LOOP PIPELINE PROJECT - SEGMENT 3
JOB NUMBER: 32320
DATE: 05/02/2013
SCALE: 1" = 40' (UNLESS NOTED)
SURVEYOR: J. FERNANDEZ
TECHNICIAN: WCDJR
DRAWING: TX-NV-0001.07911.0W0
TRAIL: TX-NV-0001.07911



SURVEYING AND MAPPING INC. (SAM INC.)
4801 SOUTHWEST PARKWAY
PARKWAY TWO, SUITE 100
AUSTIN, TEXAS 78735
(512) 447-0575
FAX: (512) 326-3029
EMAIL: SAM@SAMINC.BIZ

SEAWAY CRUDE PIPELINE
COMPANY LLC
PROPOSED CROSSING DETAIL
C.R. 0040
SEAWAY LOOP SEGMENT 3

DWG. NO.
TX-NV-0001.07911

TX-NV-0001.07911.DWG. RICHMOND 5/29/2013 2:41 PM

AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

Seaway Crude Pipeline Company LLC, Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County** ("the County") as follows:

I. Seaway Crude Pipeline Company LLC, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) SE CR 1010, SW CR 0010, SW CR 0025, SW CR 0020/Bonner Rd, SW CR 2130, SW CR 2344, SW CR 2346, located in Precinct # 3, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. SW CR 2380 **all county road crossings in precinct 3 are dual pipeline crossings
The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for the County granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the Owner hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 7 (seven) feet underneath the lowest part of the County's bar ditches and/or road surfaces.

(Note: minimum 7' below roads and minimum 6' below bar ditches)

Type of Pipeline:

30" Crude Oil Pipeline

The transport route (beginning and end): Cushing, Oklahoma to Jones Creek, Texas

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than 7 (seven) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces. (Note: minimum 7' below roads and minimum 6' below bar ditches)

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County's** request, remove the pipeline from the license area and restore the property to its original condition.

SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected

and the County's requirements complied with. Such compliance shall be determined by the County Commissioner in whose precinct the work occurs.

V. **Owner**, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. **Owner** shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. **Owner**, its successors and assigns agree to release, defend, indemnify, and hold harmless **the County** its respective commissioners, agents and employees (collectively, the "**Indemnified Parties**"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "**Claims**"), which may grow out of, arise from, or in any manner be connected with the activities of **Owner's** agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "**Hazardous Materials**" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "**Remedial Work**" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("**action**"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("**law**"). **Owner** agrees, for the benefit of **the County** and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by **Owner** (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with **Owner's** (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by **Owner** (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by **Owner** under the supervision of an engineer selected by **Owner**. All costs and expenses of Remedial Work resulting from **Owner's** (including its drillers' and other contractors') operations shall be paid by **Owner**, including, without limitation, the charges of such contractors and/or the consulting engineer and **the County's** reasonable attorneys' fees and costs incurred in connection with the monitoring or

review of Remedial Work. If **Owner** shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, **the County** may (but shall not be required to), after first giving **Owner** thirty (30) days notice of its failure and **Owner's** continued failure to perform, cause such Remedial Work to be performed and **Owner** will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate **The County** or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. **Owner** will notify **the County** and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide **the County** and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by **Owner** pursuant to any law and (2) any report of and response to any such release including all Remedial Work. **Owner**, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of **Owner** and **Owner's** agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by **the County**, surface owner, or any third party in response to any federal, state or governmental authority, laws

or regulations, due and payable upon demand by **the County** or adjacent surface owner.

Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VIII. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Navarro County, Texas.

IX. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this ____ day of _____, 200__.

OWNER

By: _____

Tim Dyk

, its Agent and Attorney-in-Fact

Company Name: Seaway Crude Pipeline Company LLC

Address: 1100 Louisiana Street, Suite 1000, Houston, TX 77002

Phone Number: 713-381-8231

NAVARRO COUNTY

By: _____
County Judge

By: _____
Commissioner of Precinct 3

Before me the undersigned notary public on this the ____ day of _____, 2013,
appeared _____, the County Judge of Navarro County, and
_____ Commissioner of Precinct 3 of Navarro County, who being sworn
upon their oath affirmed that they executed the foregoing License for the purposes and
consideration set forth herein.


Notary Public, State of Texas

(seal)

Printed Name

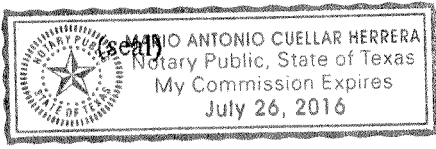
Commission Expires

Before me the undersigned notary public on this the 23rd day of May, 2013,
appeared Timothy J. Dyk, who is an authorized representative of Seaway Crude Pipeline Company LLC
(Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign
this License and that he executed the foregoing License for the purposes and consideration set
forth herein.

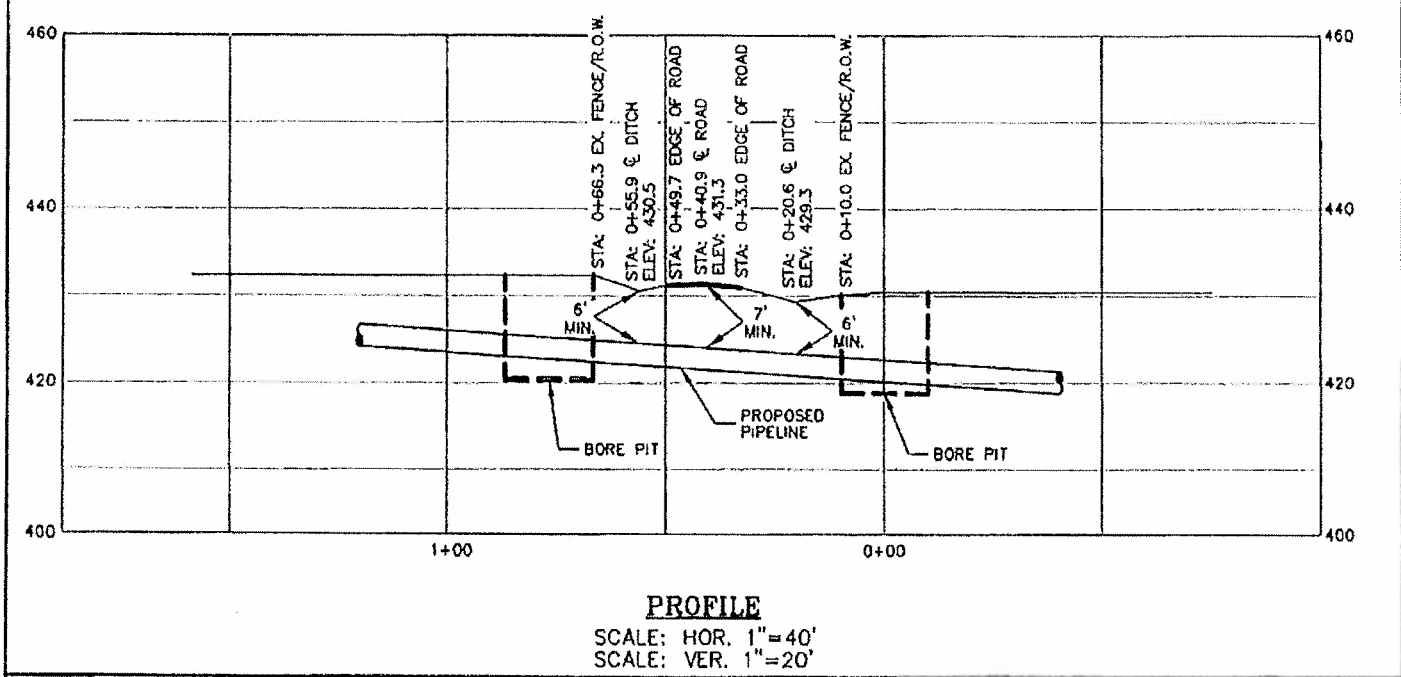
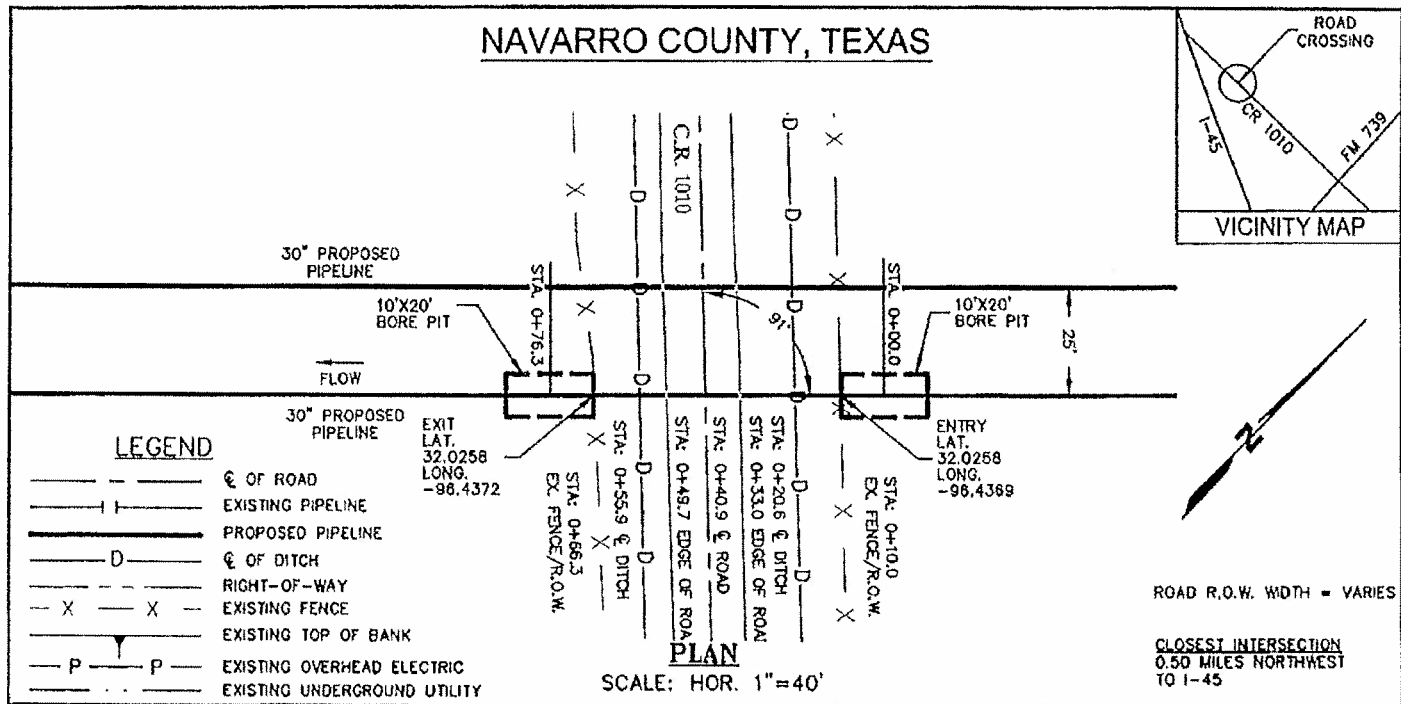
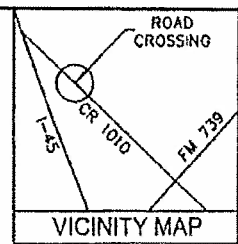

Notary Public, State of Texas



Mario Antonio Cuellar Herrera
Printed Name

July 26, 2016
Commission Expires

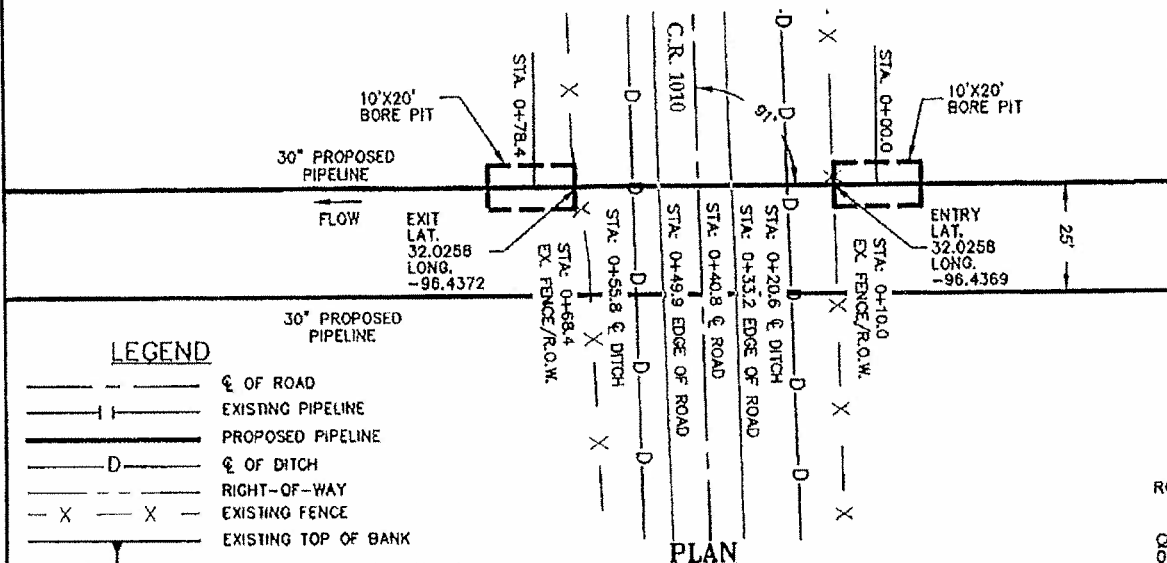
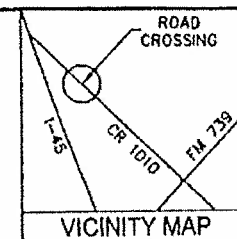


NAVARRO COUNTY, TEXAS



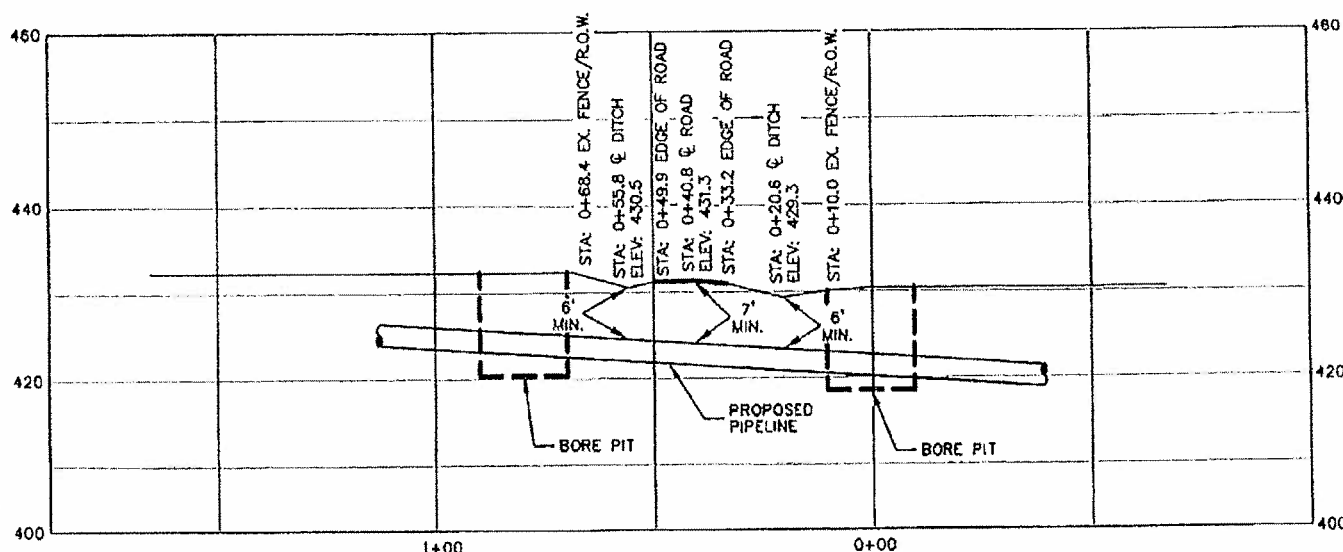
| | | | |
|--|--|---|--|
| NOTES: 1. HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD88 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS. 2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION. 3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195. | | PIPE DATA 1. PRODUCT: CRUDE OIL 2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 76.3 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING 3. MINIMUM TEST PRESSURE: 1,800 PSIG 4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG 5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION 6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING | |
| SEAWAY LOOP PIPELINE PROJECT - SEGMENT 3 JOB NUMBER: 32330 DATE: 01/17/2013 SCALE: 1" = 40' (UNLESS NOTED) SURVEYOR: J. FERNANDEZ TECHNICIAN: C. RENTZ DRAWING: TX-NV-0078.00110.DWG TRACT ID: TX-NV-0078.00110 | |   <p>SURVEYING AND MAPPING INC. (SAM INC.) 4601 SOUTHWEST PARKWAY PARKWAY TWO, SUITE 100 AUSTIN, TEXAS 78733 (512) 447-0575 FAX: (512) 326-3029 EMAIL: SAM@SAMINC.BIZ</p> | |
| | | SEAWAY CRUDE PIPELINE COMPANY LLC PROPOSED CROSSING DETAIL C.R. 1010 SEAWAY LOOP SEGMENT 3 DWG. NO. TX-NV-0078.00110 | |

NAVARRO COUNTY, TEXAS



ROAD R.O.W. WIDTH = VARIES

CLOSEST INTERSECTION
0.50 MILES NORTHWEST
TO I-45



PROFILE

SCALE: HOR. 1"=40'
SCALE: VER. 1"=20'

NOTES:

1. HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD83 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS.
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195.

PIPE DATA

1. PRODUCT: CRUDE OIL
2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 78.4 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING
3. MINIMUM TEST PRESSURE: 1,800 PSIG
4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG
5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION
6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING

SEAWAY LOOP PIPELINE PROJECT - SEGMENT 3
JOB NUMBER: 32320
DATE: 01/17/2013
SCALE: 1" = 40' (UNLESS NOTED)
SURVEYOR: J. FERNANDEZ
TECHNICIAN: C. BENT
DRAWING: TX-NV-0076.001108.DWG
TRACT ID: TX-NV-0076.001108

**Seaway
Crude**
PIPELINE COMPANY LLC

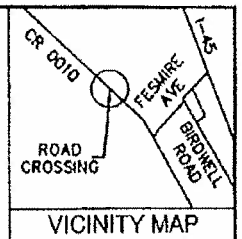
SAM INC.
SURVEYING AND MAPPING INC. (SAM INC.)
4601 SOUTHWEST PARKWAY
PARKWAY TWO, SUITE 100
AUSTIN, TEXAS 78735
(512) 467-0575
FAX: (512) 326-3029
EMAIL: SAM@SAMINC.BIZ

**SEAWAY CRUDE PIPELINE
COMPANY LLC**
PROPOSED CROSSING DETAIL
C.R. 1010
SEAWAY LOOP SEGMENT 3

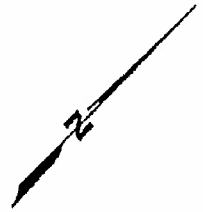
DWG. NO.
TX-NV-0076.00110

TX-NV-0076.001108.DWG CREH12 1/28/2013 11:57 AM

NAVARRO COUNTY, TEXAS

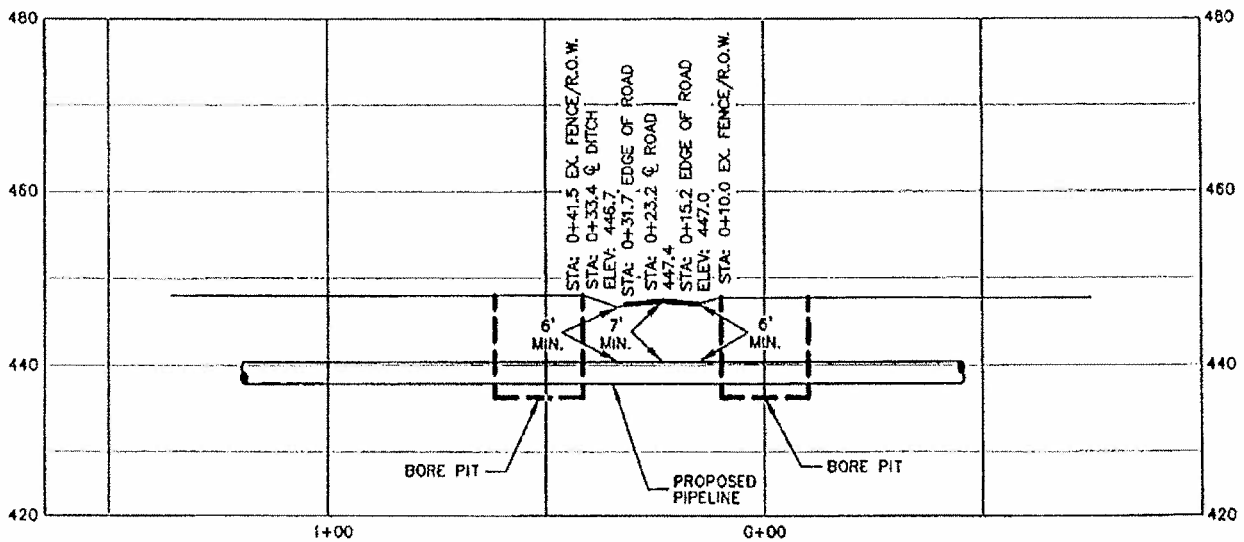
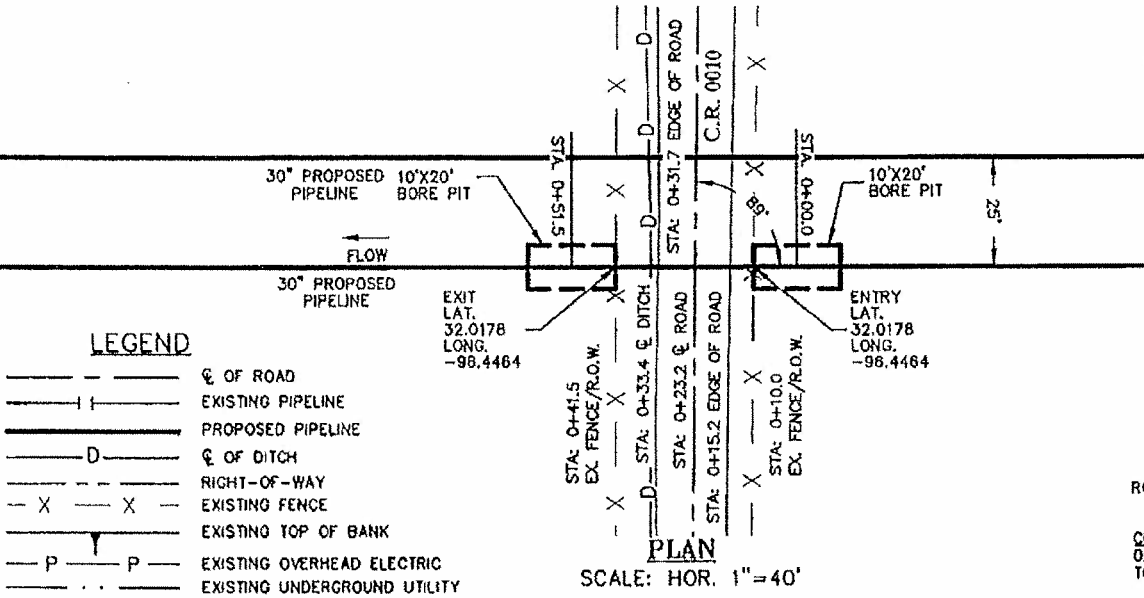


VICINITY MAP



ROAD R.O.W. WIDTH = ±32'

CLOSEST INTERSECTION
0.32 MILES SOUTHEAST
TO FESMIRE AVE



NOTES:

1. HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD83 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS.
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195.

PIPE DATA

1. PRODUCT: CRUDE OIL
2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 51.5 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING
3. MINIMUM TEST PRESSURE: 1,800 PSIG
4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG
5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION
6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING

SEAWAY LOOP PIPELINE PROJECT - SEGMENT 3
JOB NUMBER: 32320
DATE: 01/17/2013
SCALE: 1" = 40' (UNLESS NOTED)
SURVEYOR: J. FERNANDEZ
TECHNICIAN: C. RENTZ
DRAWING: TX-NV-0076.00910.DWG
TRACT ID: TX-NV-0076.00910



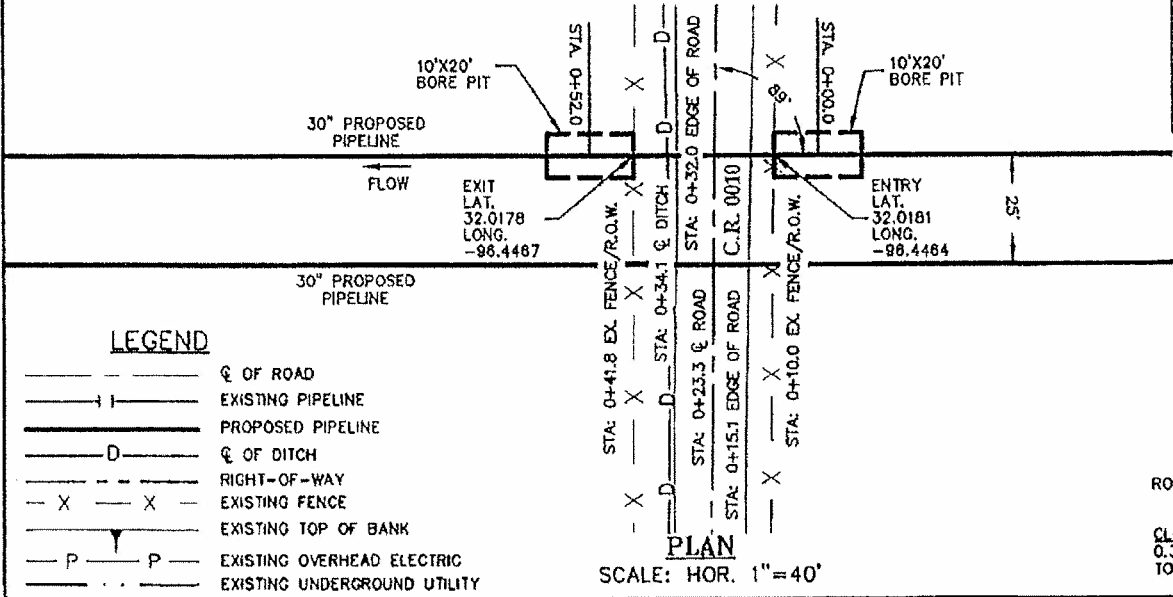
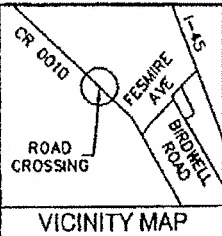
SURVEYING AND MAPPING INC. (SAM INC.)
4801 SOUTHWEST PARKWAY
PARKWAY TWO, SUITE 100
AUSTIN, TEXAS 78735
(512) 447-0576
FAX: (512) 326-3029
EMAIL: SAM@SAMINC.BY

SEAWAY CRUDE PIPELINE
COMPANY LLC
PROPOSED CROSSING DETAIL
C.R. 0010
SEAWAY LOOP SEGMENT 3

DWG. NO.
TX-NV-0076.00910

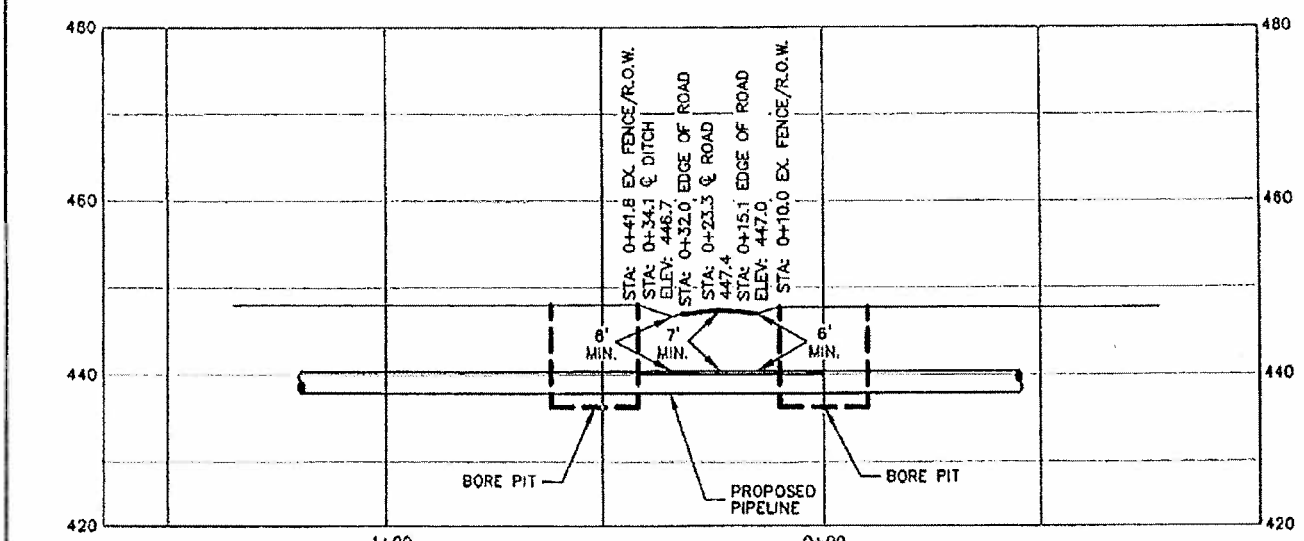
TX-NV-0076.00910.DWG CRENTZ 1/28/2013 12:00 PM

NAVARRO COUNTY, TEXAS



ROAD R.O.W. WIDTH = ±32'

CLOSEST INTERSECTION
0.32 MILES SOUTHEAST
TO FESMIRE AVE



PROFILE

SCALE: HOR. 1" = 40'
SCALE: VER. 1" = 20'

NOTES:

1. HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD88 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS.
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195.

PIPE DATA

1. PRODUCT: CRUDE OIL
2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 52.0 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING
3. MINIMUM TEST PRESSURE: 1,800 PSIG
4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG
5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION
6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING

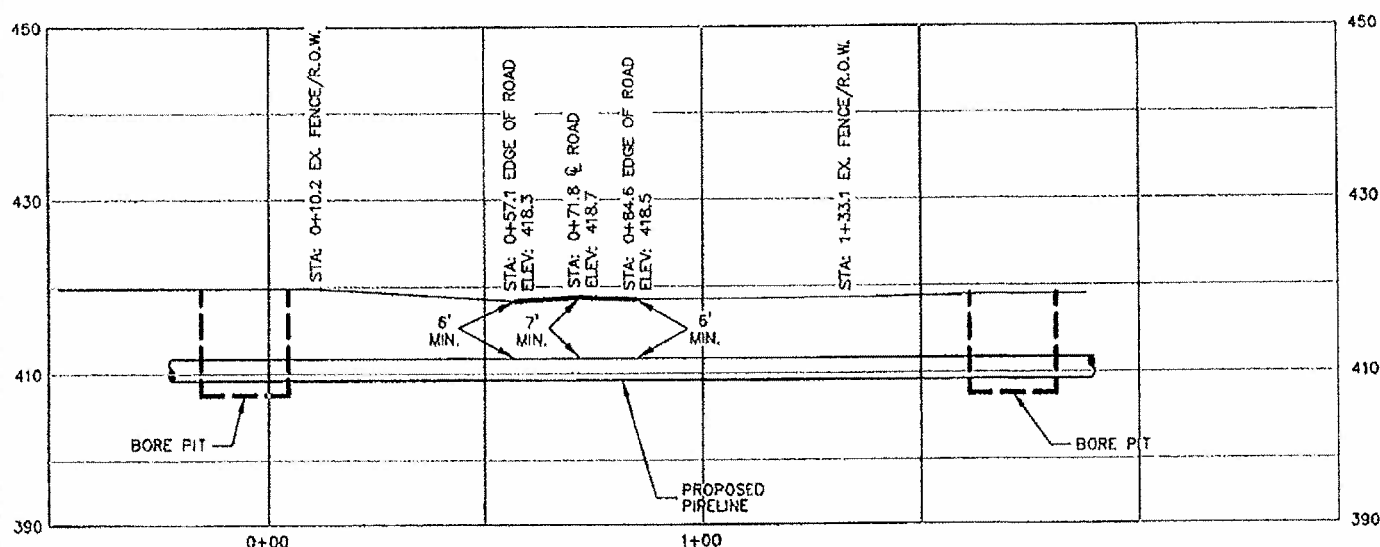
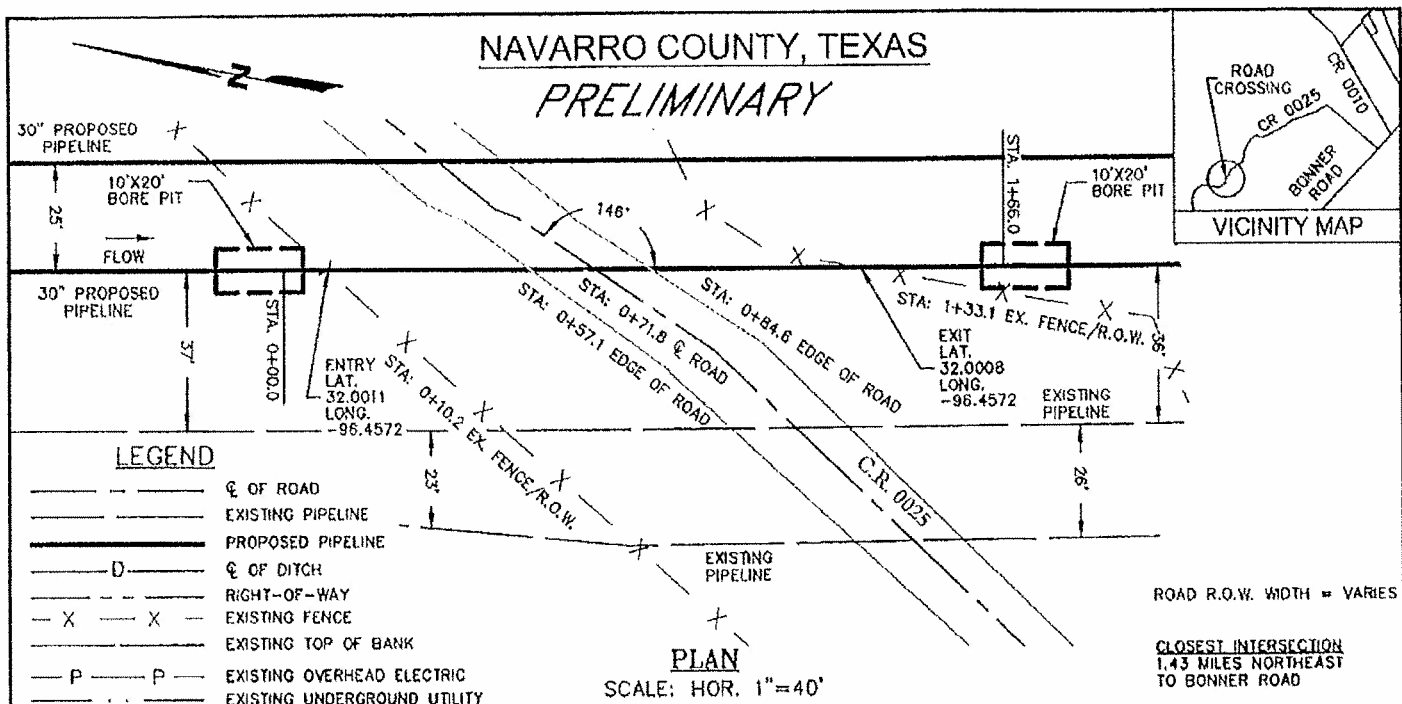
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|--|--|
| SEAWAY LOOP PIPELINE PROJECT - SEGMENT 3 | |
| JOB NUMBER: 33350 | |
| DATE: 01/17/2013 | |
| SCALE: 1" = 40' (UNLESS NOTED) | |
| SURVEYOR: J. FERNANDEZ | |
| TECHNICIAN: C. RENTZ | |
| DRAWING: TX-NV-0076.009108.DWG | |
| TRACT ID: TX-NV-0076.009108 | |



SURVEYING AND MAPPING INC. (SAM INC.)
4801 SOUTHWEST PARKWAY
PARKWAY TWO, SUITE 100
AUSTIN, TEXAS 78739
(512) 447-0878
FAX: (512) 326-3029
EMAIL: SAM@SAMINC.BIZ

SEAWAY CRUDE PIPELINE
COMPANY LLC
PROPOSED CROSSING DETAIL
C.R. 0010
SEAWAY LOOP SEGMENT 3

DWG. NO.
TX-NV-0076.00910



NOTES:

1. HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD88 (GEGID09) AS DERIVED FROM GPS OBSERVATIONS.
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3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195.

PIPE DATA

1. PRODUCT: CRUDE OIL
2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 156.0 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING
3. MINIMUM TEST PRESSURE: 1,800 PSIG
4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG
5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION
6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING

| SEAWAY LOOP PIPELINE PROJECT - SEGMENT 3 | |
|--|------------------|
| JOB NUMBER: 33320 | DATE: 01/17/2013 |
| SCALE: 1" = 40' (UNLESS NOTED) | |
| SURVEYOR: J. FERRANDEZ | |
| TECHNICIAN: C. RENTZ | |
| DRAWING: TX-NV-0093.00010.DWG | |
| TRACT ID: TX-NV-0093.00010 | |



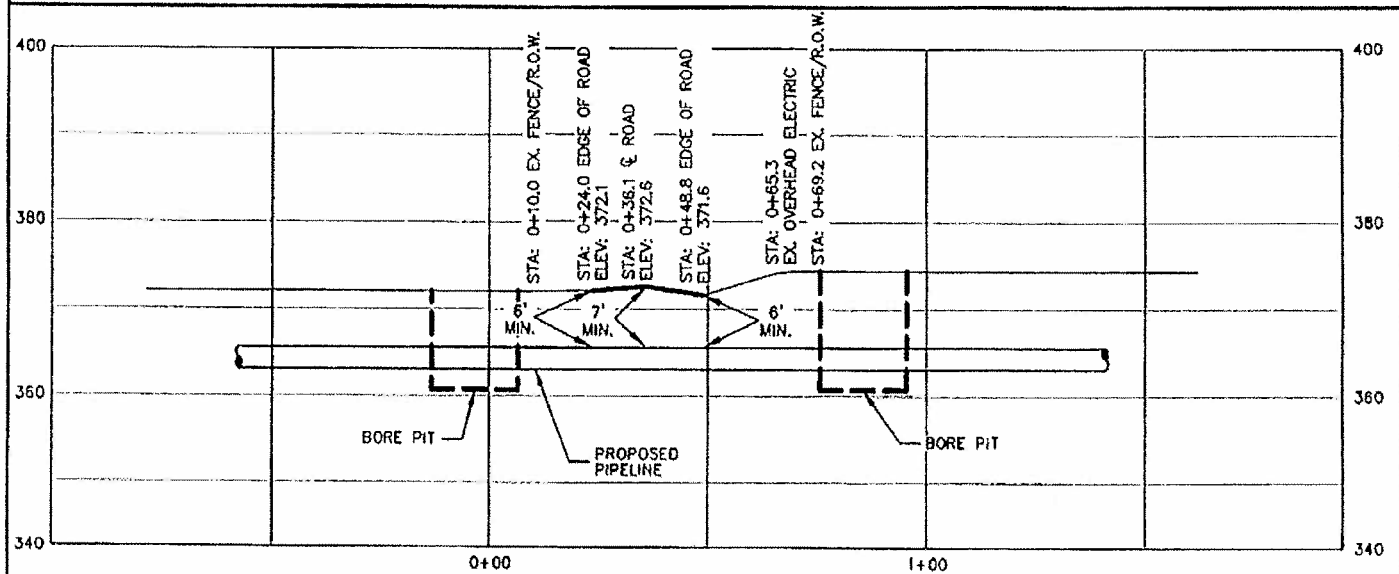
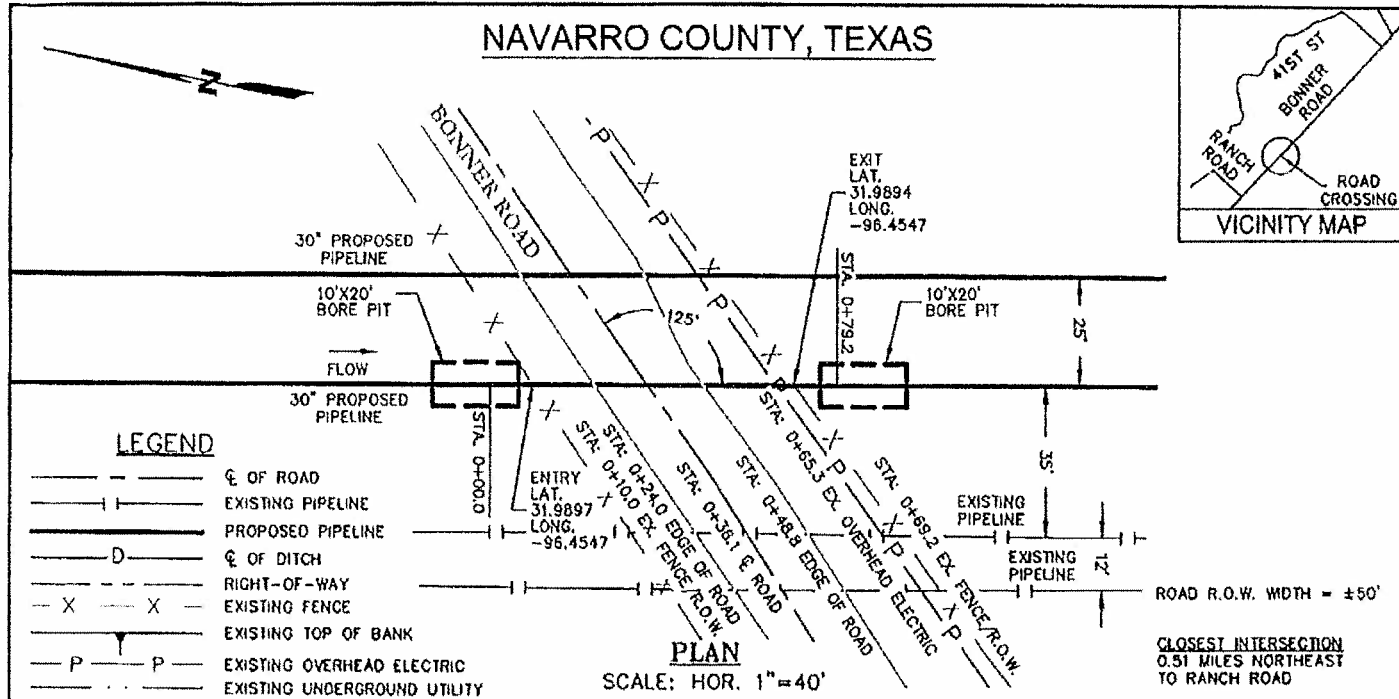
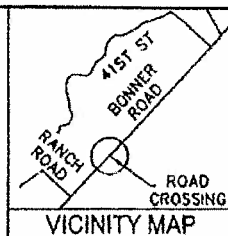
SURVEYING AND MAPPING INC. (SAM INC.)
4801 SOUTHWEST PARKWAY
PARKWAY TWO, SUITE 100
AUSTIN, TEXAS 78735
(512) 467-0575
FAX: (512) 326-3029
EMAIL: SAM@SAMINC.012

**SEAWAY CRUDE PIPELINE
COMPANY LLC**
PROPOSED CROSSING DETAIL
C.R. 0025
SEAWAY LOOP SEGMENT 3

DWG. NO.
TX-NV-0093.00010

TX=NV-009500011 DWG CREN17 1/28/2013 12:58 PM

NAVARRO COUNTY, TEXAS



PROFILE

SCALE: HOR. 1"=40'
SCALE: VER. 1"=20'

NOTES:

1. HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD88 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS.
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3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195.

PIPE DATA

1. PRODUCT: CRUDE OIL
2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 79.2 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING
3. MINIMUM TEST PRESSURE: 1,800 PSIG
4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG
5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION
6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING

| | |
|--|------------------|
| SEAWAY LOOP PIPELINE PROJECT - SEGMENT 3 | |
| JOB NUMBER: 32320 | DATE: 01/21/2013 |
| SCALE: 1" = 40' (UNLESS NOTED) | |
| SURVEYOR: J.FERNANDEZ | |
| TECHNICIAN: C.BENTZ | |
| DRAWING: TX-NV-0098.00010.DWG | |
| TRACT ID: TX-NV-0098.00010 | |

Seaway
Crude
PIPELINE COMPANY LLC

SAM
INC.
SURVEYING AND MAPPING ENGINEERS

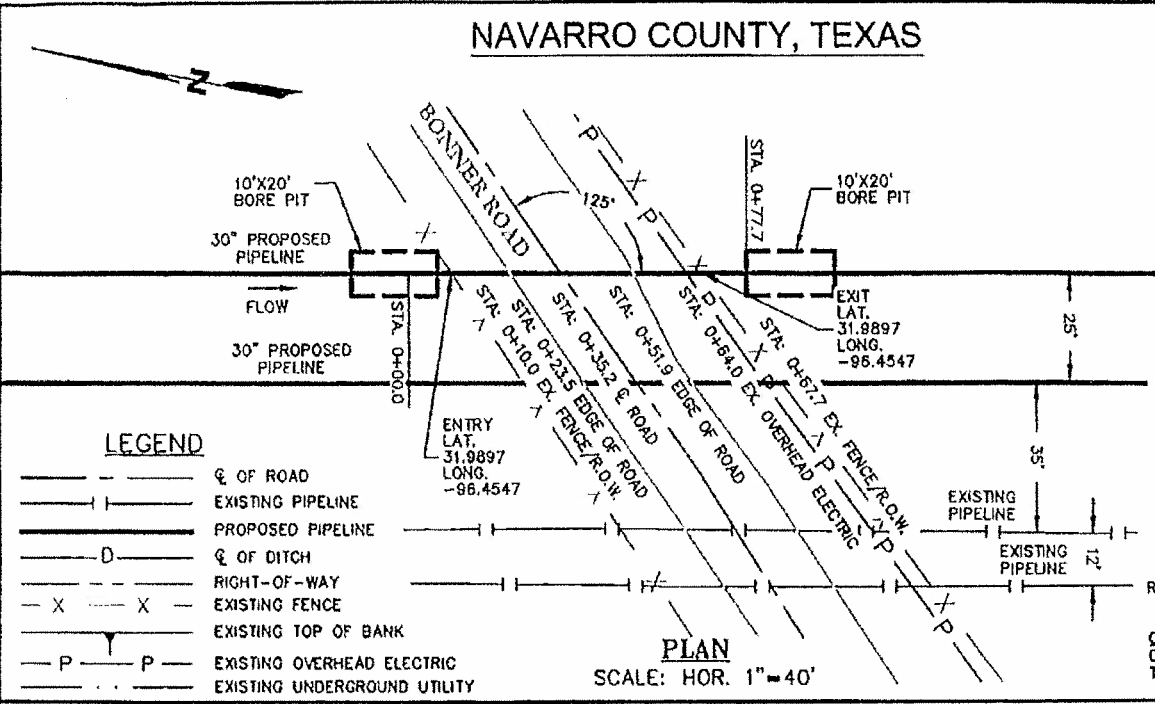
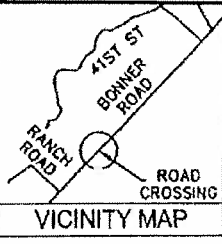
SURVEYING AND MAPPING INC. (SAM INC.)
4601 SOUTHWEST PARKWAY
PARKWAY TWO, SUITE 100
AUSTIN, TEXAS 78735
(512) 467-0378
FAX: (512) 326-3020
EMAIL: SAM@SAMINC.COM

**SEAWAY CRUDE PIPELINE
COMPANY LLC**

PROPOSED CROSSING DETAIL
BONNER ROAD
SEAWAY LOOP SEGMENT 3

DWG. NO.
TX-NV-0098.00010

NAVARRO COUNTY, TEXAS

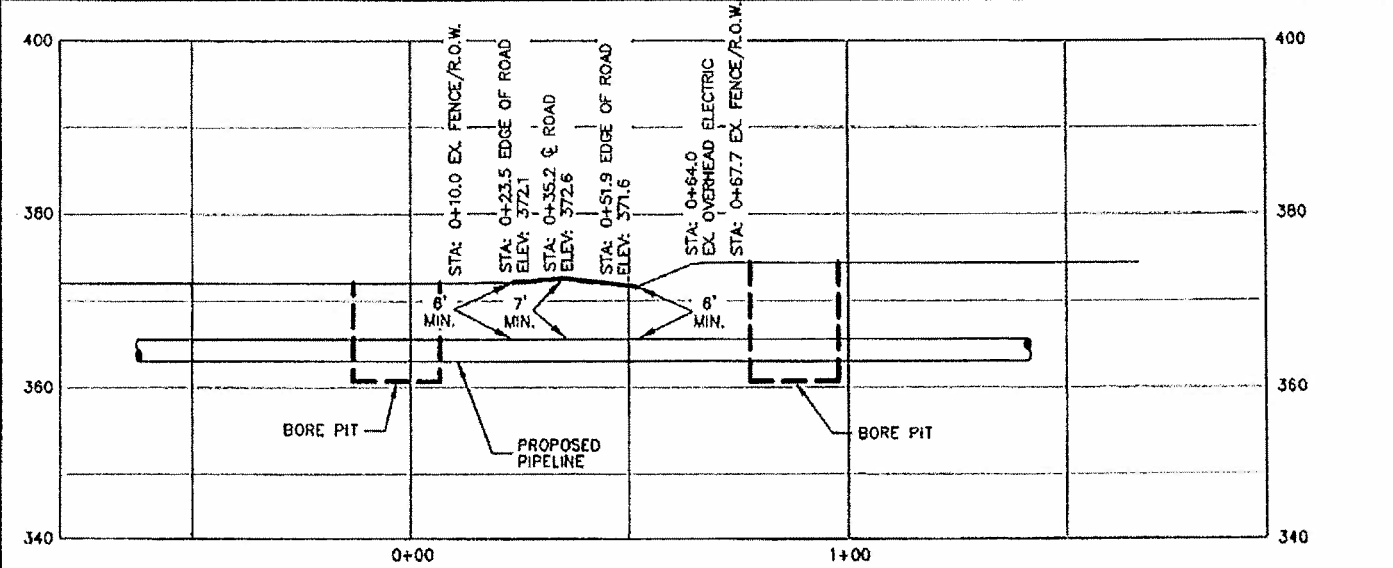


LEGEND

- & OF ROAD
- EXISTING PIPELINE
- PROPOSED PIPELINE
- D — & OF DITCH
- RIGHT-OF-WAY
- X — EXISTING FENCE
- EXISTING TOP OF BANK
- P — EXISTING OVERHEAD ELECTRIC
- EXISTING UNDERGROUND UTILITY

PLAN
SCALE: HOR. 1"=40'

CLOSEST INTERSECTION
0.51 MILES NORTHEAST
TO RANCH ROAD



PROFILE

SCALE: HOR. 1"=40'
SCALE: VER. 1"=20'

NOTES:

1. HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD83 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS.
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3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195.

PIPE DATA

1. PRODUCT: CRUDE OIL
2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 77.7 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING
3. MINIMUM TEST PRESSURE: 1,800 PSIG
4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG
5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION
6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING

| | |
|--|------------------|
| SEAWAY LOOP PIPELINE PROJECT - SEGMENT 3 | |
| JOB NUMBER: 33380 | DATE: 01/21/2013 |
| SCALE: 1" = 40' (UNLESS NOTED) | |
| SURVEYOR: J. FERNANDEZ | |
| TECHNICIAN: C. RENTZ | |
| DRAWING: TX-NV-0098.000108.0WG | |
| TRACT ID: TX-NV-0098.000108 | |



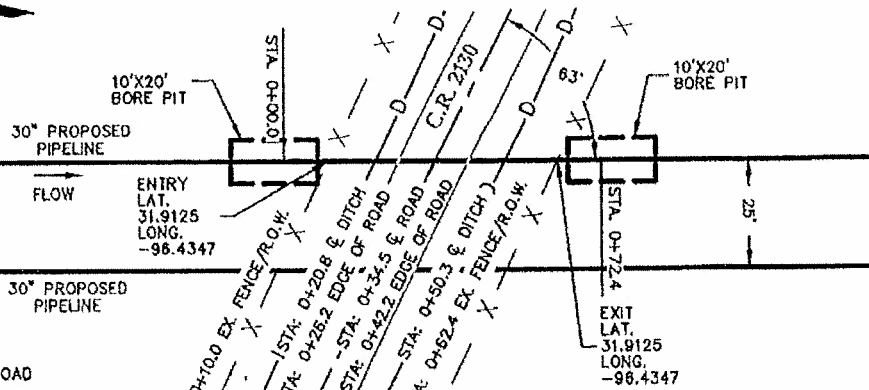
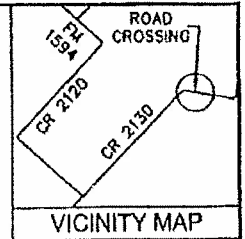
SURVEYING AND MAPPING INC. (SAM INC.)
1801 SOUTHWEST PARKWAY
PARKWAY TWO, SUITE 100
AUSTIN, TEXAS 78755
(512) 467-0575
FAX: (512) 326-3029
EMAIL: SAM@SAMINC.BIZ

SEAWAY CRUDE PIPELINE
COMPANY LLC
PROPOSED CROSSING DETAIL
BONNER ROAD
SEAWAY LOOP SEGMENT 3

DWG. NO.
TX-NV-0098.000108

TX-NY-0120.00010.DWG CRENTZ 2/7/2013 6:58 AM

NAVARRO COUNTY, TEXAS



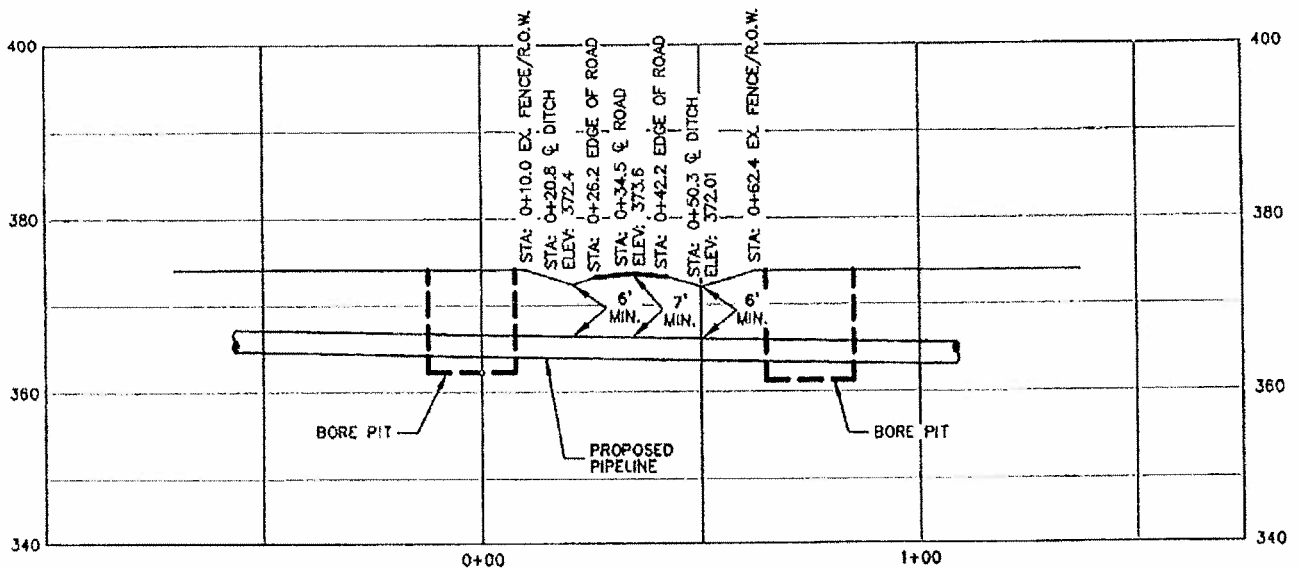
LEGEND

- — — — — & OF ROAD
- — — — — EXISTING PIPELINE
- — — — — PROPOSED PIPELINE
- D — — — — — & OF DITCH
- — — — — RIGHT-OF-WAY
- X - - - - - EXISTING FENCE
- — — — — EXISTING TOP OF BANK
- P — — — — — EXISTING OVERHEAD ELECTRIC
- — — — — EXISTING UNDERGROUND UTILITY

PLAN
SCALE: HOR. 1"=40'

ROAD R.O.W. WIDTH = ±47'

CLOSEST INTERSECTION
0.64 MILES SOUTHWEST
TO C.R. 2120



PROFILE

SCALE: HOR. 1"=40'
SCALE: VER. 1"=20'

NOTES:

1. HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD83 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS.
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195.

PIPE DATA

1. PRODUCT: CRUDE OIL
2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 72.4 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING
3. MINIMUM TEST PRESSURE: 1,800 PSIG
4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG
5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION
6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING

SEAWAY LOOP PIPELINE PROJECT - SEGMENT 3
JOB NUMBER: 33330
DATE: 01/23/2013
SCALE: 1" = 40' (UNLESS NOTED)
SURVEYOR: J. PERAZICH
TECHNICIAN: C. BENTZ
DRAWING: TX-NV-0120.000108.DWG
TRAC: 10: TX-NV-0120.000108



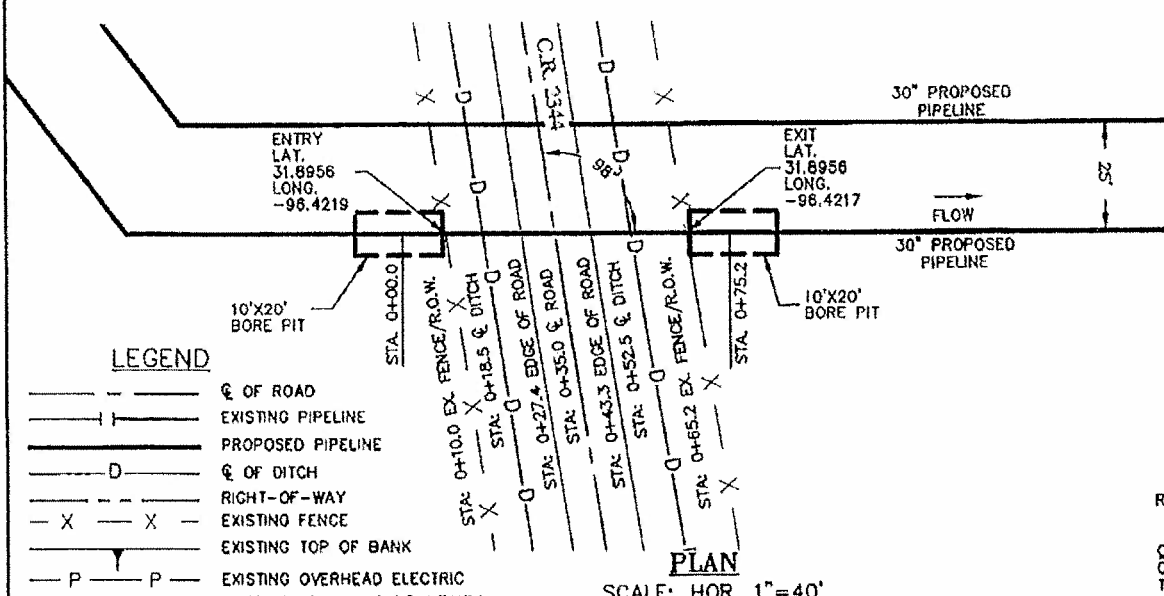
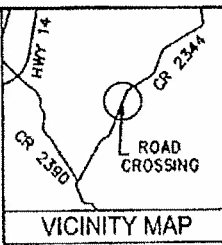
SURVEYING AND MAPPING INC. (SAM INC.)
4801 SOUTHWEST PARKWAY
PARKWAY TWO, SUITE 100
AUSTIN, TEXAS 78735
(512) 467-0676
FAX: (512) 326-3029
EMAIL: SAM@SAMINC.WE

SEAWAY CRUDE PIPELINE
COMPANY LLC
PROPOSED CROSSING DETAIL
C.R. 2130
SEAWAY LOOP SEGMENT 3

DWG. NO.
TX-NV-0120.000108

TX-NV-0120.000108.DWG CRENTZ 2/7/2013 9:00 AM

NAVARRO COUNTY, TEXAS

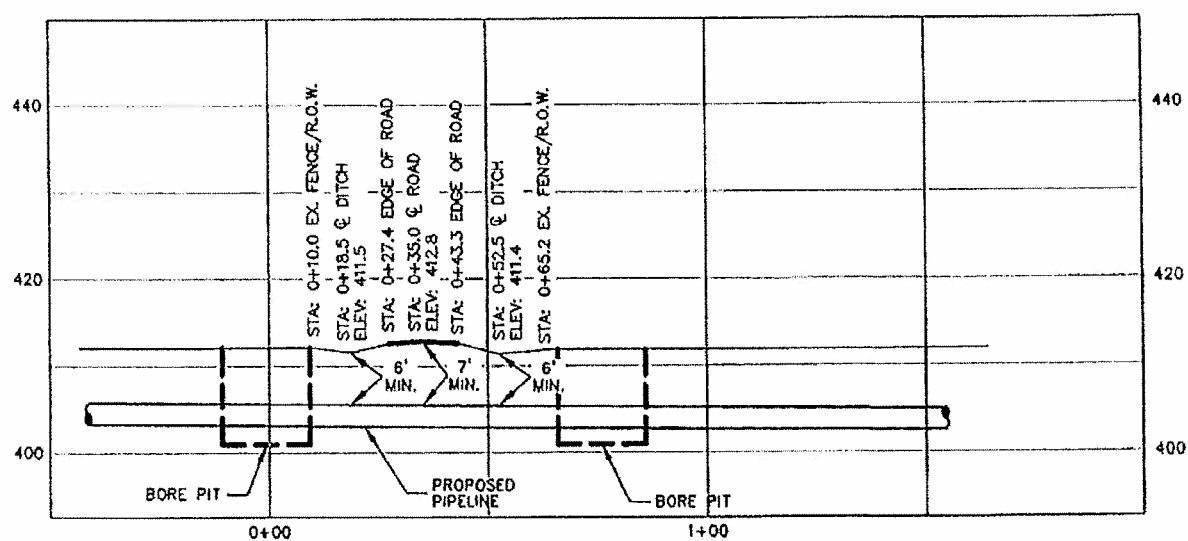


- LEGEND**
- — — — — & OF ROAD
 - — — — — EXISTING PIPELINE
 - — — — — PROPOSED PIPELINE
 - D — — — — — & OF DITCH
 - — — — — RIGHT-OF-WAY
 - X — — — — — EXISTING FENCE
 - — — — — EXISTING TOP OF BANK
 - P — — — — — EXISTING OVERHEAD ELECTRIC
 - — — — — EXISTING UNDERGROUND UTILITY

PLAN
SCALE: HOR. 1"=40'

ROAD R.O.W. WIDTH = ±54'

CLOSEST INTERSECTION
0.65 MILES SOUTHWEST
TO C.R. 2390



PROFILE
SCALE: HOR. 1"=40'
SCALE: VER. 1"=20'

NOTES:

1. HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD88 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS.
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195.

PIPE DATA

1. PRODUCT: CRUDE OIL
2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 75.2 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING
3. MINIMUM TEST PRESSURE: 1,800 PSIG
4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG
5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION
6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING

| | |
|---|--|
| SEAWAY LOOP PIPELINE PROJECT -- SEGMENT 3 | |
| JOB NUMBER: 32320 | |
| DATE: 01/23/2013 | |
| SCALE: 1" = 40' (UNLESS NOTED) | |
| SURVEYOR: J.TERNAHOFF | |
| TECHNICIAN: C.BENTZ | |
| DRAWING: TX-NV-0129.00010.DWG | |
| TRACT 10: TX-NV-0129.00010 | |



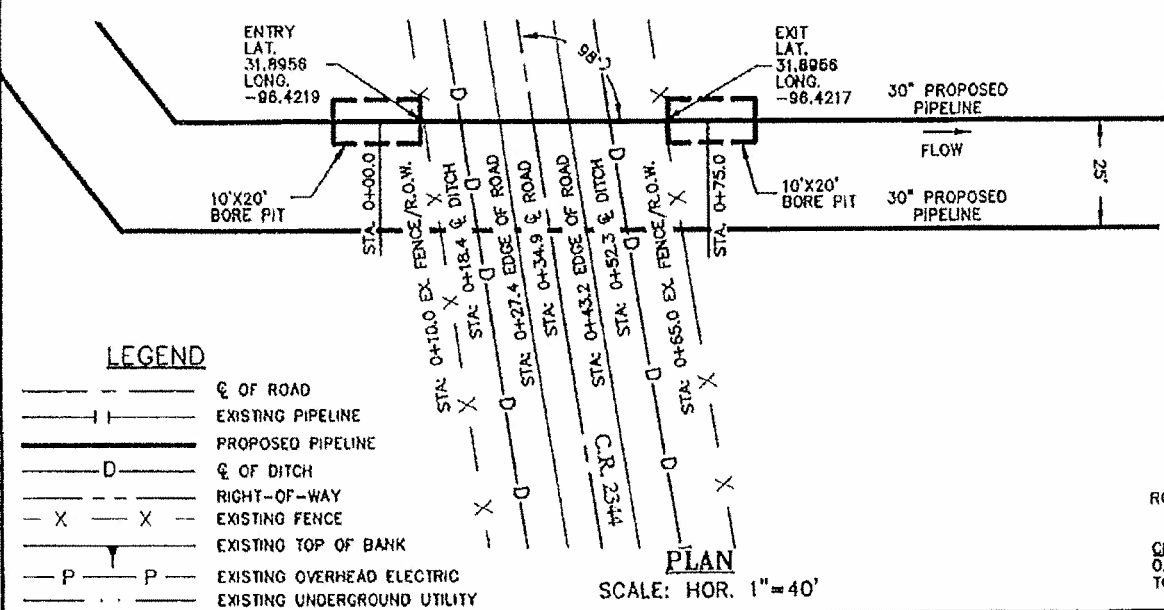
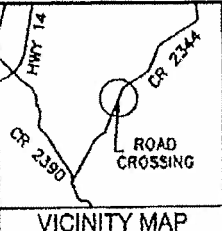
SURVEYING AND MAPPING INC. (SAM INC.)
4801 SOUTHWEST PARKWAY
PARKWAY TWO, SUITE 100
AUSTIN, TEXAS 78735
(512) 667-0875
FAX: (512) 326-3029
EMAIL: SAM@SAMINC.BIZ

**SEAWAY CRUDE PIPELINE
COMPANY LLC**

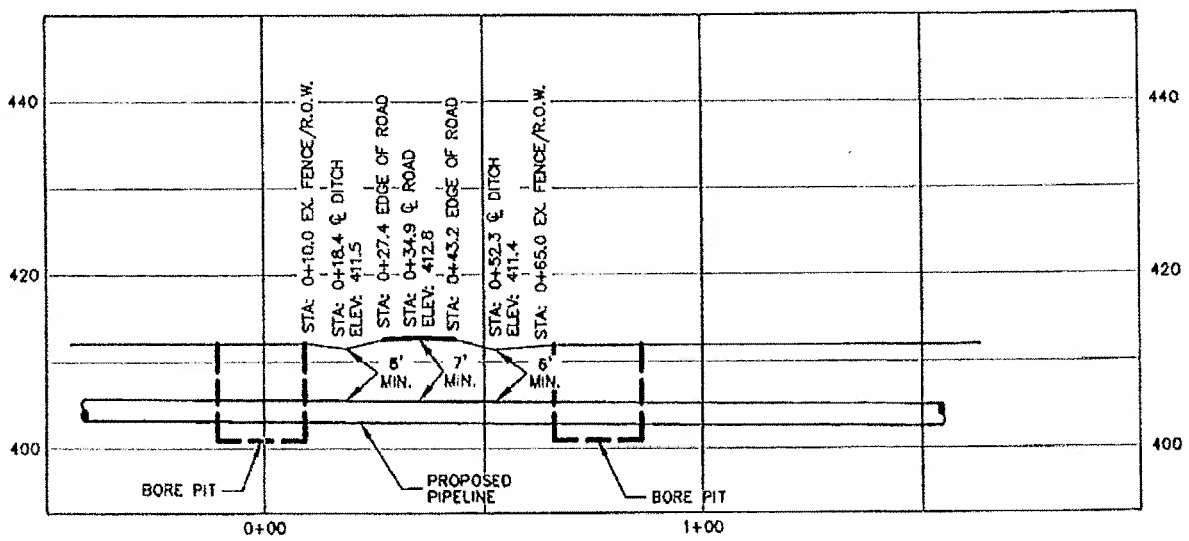
PROPOSED CROSSING DETAIL
C.R. 2344
SEAWAY LOOP SEGMENT 3

DWG. NO.
TX-NV-0129.00010

NAVARRO COUNTY, TEXAS



ROAD R.O.W. WIDTH = ±54'
CLOSEST INTERSECTION
0.65 MILES SOUTHWEST
TO C.R. 2390



PROFILE
SCALE: HOR. 1"=40'
SCALE: VER. 1"=20'

- NOTES:**
- 1. HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD88 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS.
 - 2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
 - 3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195.

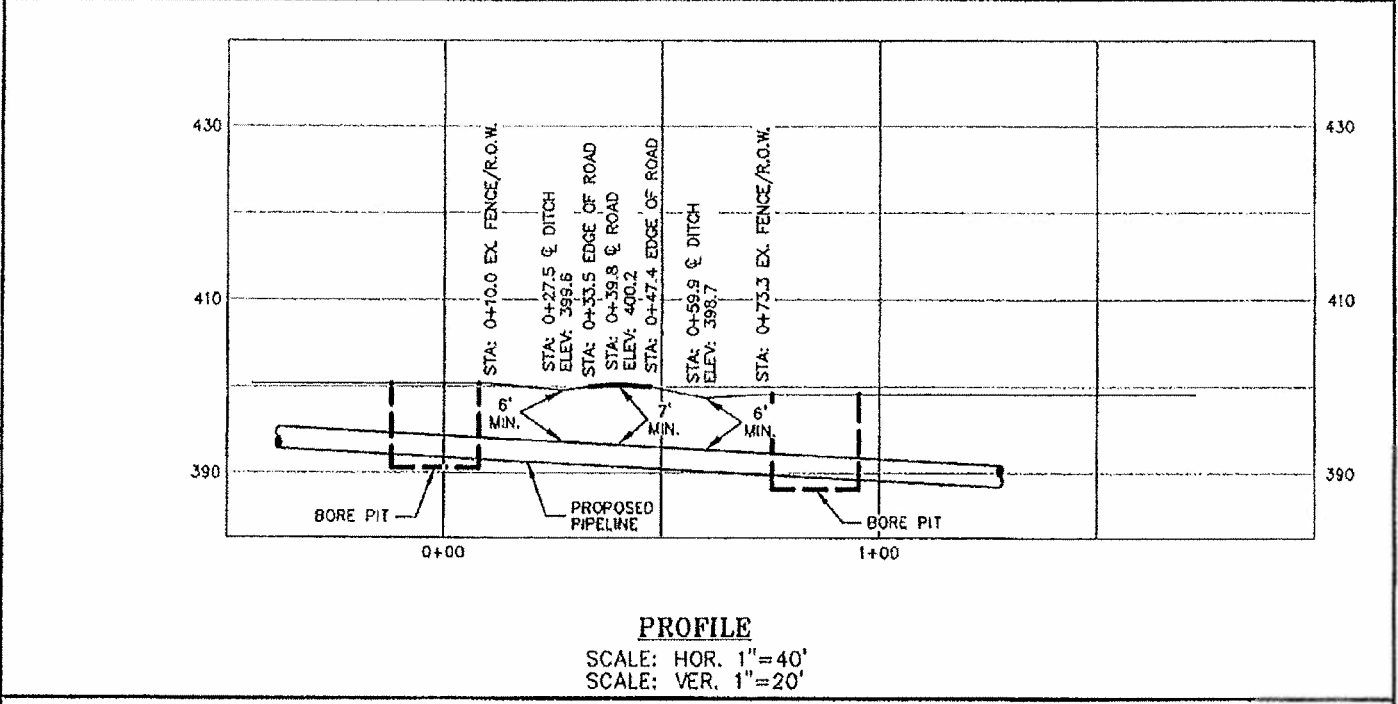
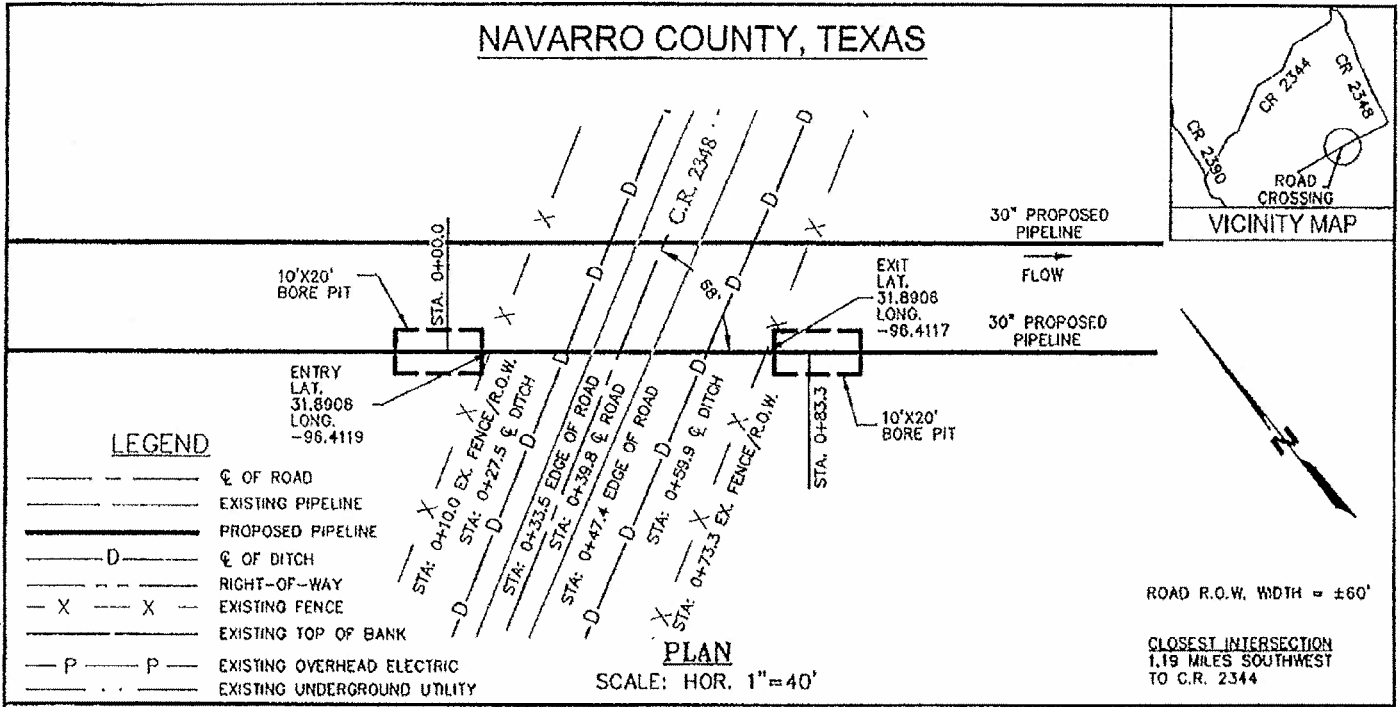
- PIPE DATA**
- 1. PRODUCT: CRUDE OIL
 - 2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 75.0 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING
 - 3. MINIMUM TEST PRESSURE: 1,800 PSIG
 - 4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG
 - 5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION
 - 6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING

SEAWAY LOOP PIPELINE PROJECT - SEGMENT 3
JOB NUMBER: 32320
DATE: 01/25/2013
SCALE: 1" = 40' (UNLESS NOTED)
SURVEYOR: J. FERNANDEZ
TECHNICIAN: C. RENTZ
DRAWING: TX-NV-0129.000108.DWG
TRACT ID: TX-NV-0129.000108



SURVEYING AND MAPPING INC. (SAM INC.)
4801 SOUTHWEST PARKWAY
PARKWAY TWO, SUITE 100
AUSTIN, TEXAS 78735
(512) 447-0575
FAX: (512) 324-3029
EMAIL: SAM@SAMINC.COM

SEAWAY CRUDE PIPELINE
COMPANY LLC
PROPOSED CROSSING DETAIL
C.R. 2344
SEAWAY LOOP SEGMENT 3
DWG. NO.
TX-NV-0129.000108





- NOTES:**

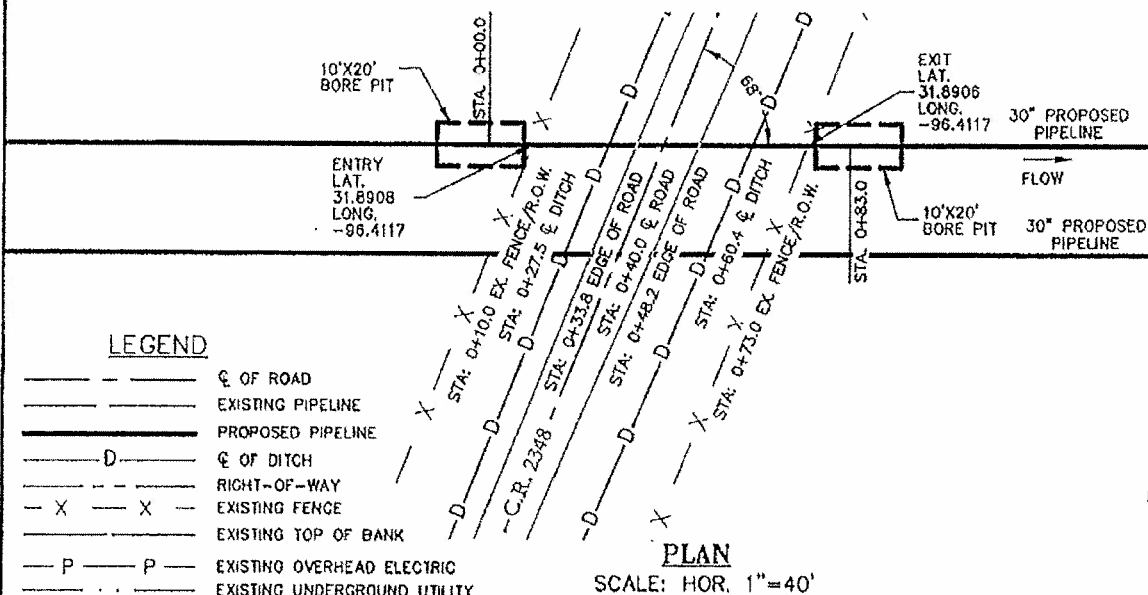
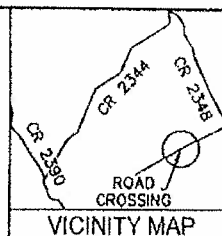
 1. HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD83 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS.
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 3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195.

PIPE DATA

 1. PRODUCT: CRUDE OIL
 2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 83.3 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING
 3. MINIMUM TEST PRESSURE: 1,800 PSIG
 4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG
 5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION
 6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING

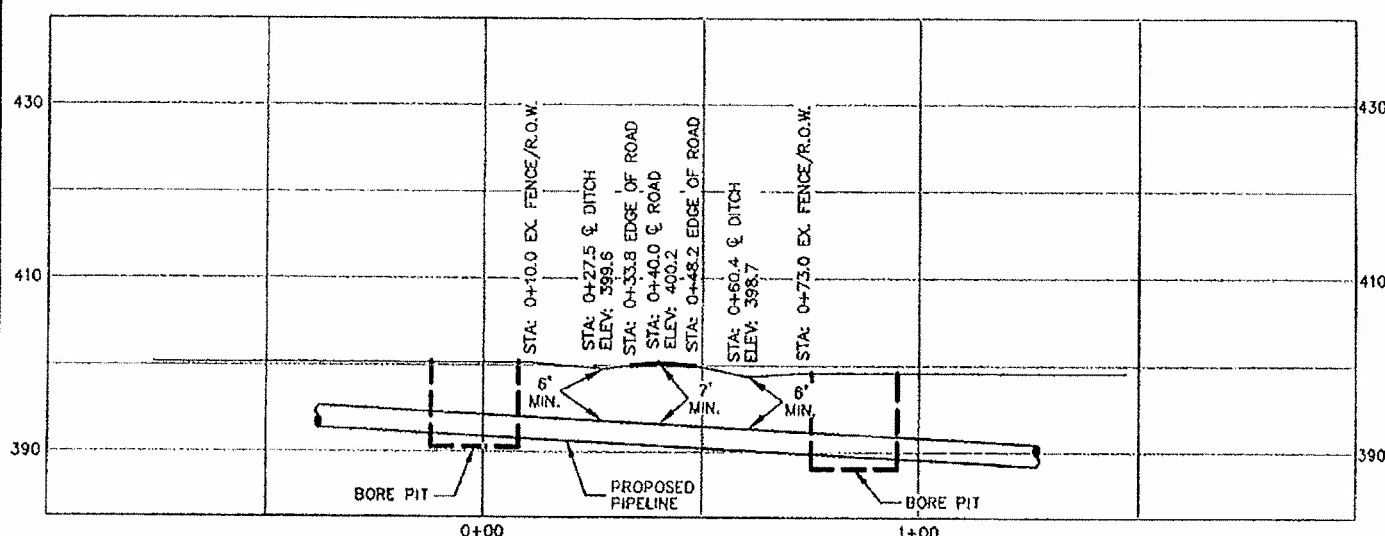
| | | | |
|--|---|--|--|
| <p>SEAWAY LOOP PIPELINE PROJECT -- SEGMENT 3</p> <p>JOB NUMBER: 32370</p> <p>DATE: 01/30/2013</p> <p>SCALE: 1" = 40' (UNLESS NOTED)</p> <p>SURVEYOR: J. FERNANDEZ</p> <p>TECHNICIAN: C. RENTZ</p> <p>DRAWING: TX-NV-0129.00510.DWG</p> <p>TRACT ID: TX-NV-0129.00510</p> |  <p>SEAWAY Crude</p> |  <p>SAM INC.</p> | <p>SEAWAY CRUDE PIPELINE COMPANY LLC</p> <p>PROPOSED CROSSING DETAIL C.R. 2348 SEAWAY LOOP SEGMENT 3</p> <p>DWG. NO. TX-NV-0129.00510</p> |
|--|---|--|--|

NAVARRO COUNTY, TEXAS



ROAD R.O.W. WIDTH = ±60'

CLOSEST INTERSECTION
1.19 MILES SOUTHWEST
TO C.R. 2344



PROFILE

SCALE: HOR. 1"=40'
SCALE: VER. 1"=20'

NOTES:

1. HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD88 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS.
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195.

PIPE DATA

1. PRODUCT: CRUDE OIL
2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 83.0 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING
3. MINIMUM TEST PRESSURE: 1,800 PSIG
4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG
5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION
6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING

SEAWAY LOOP PIPELINE PROJECT - SEGMENT 3
JOB NUMBER: 33320
DATE: 01/30/2013
SCALE: 1" = 40' (UNLESS NOTED)
SURVEYOR: J. FERNANDEZ
TECHNICIAN: C. RENTZ
DRAWING: TX-HV-0129.00511.DWG
TRACT ID: TX-HV-0129.00511



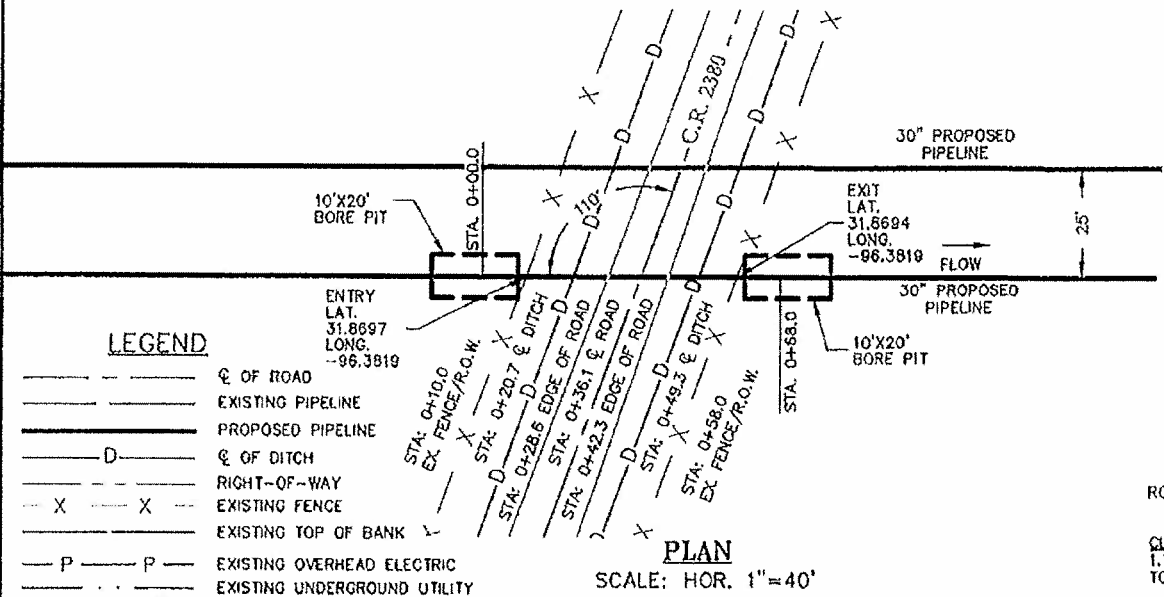
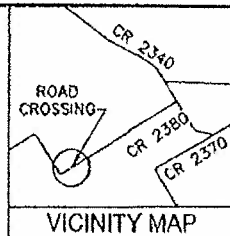
SURVEYING AND MAPPING INC. (SAM INC.)
4801 SOUTHWEST PARKWAY
PARKWAY TWO, SUITE 100
AUSTIN, TEXAS 78738
(512) 467-0576
FAX: (512) 326-3029
EMAIL: SAM@SAMINC.BIZ

SEAWAY CRUDE PIPELINE
COMPANY LLC
PROPOSED CROSSING DETAIL
C.R. 2348
SEAWAY LOOP SEGMENT 3

DWG. NO.
TX-HV-0129.00511

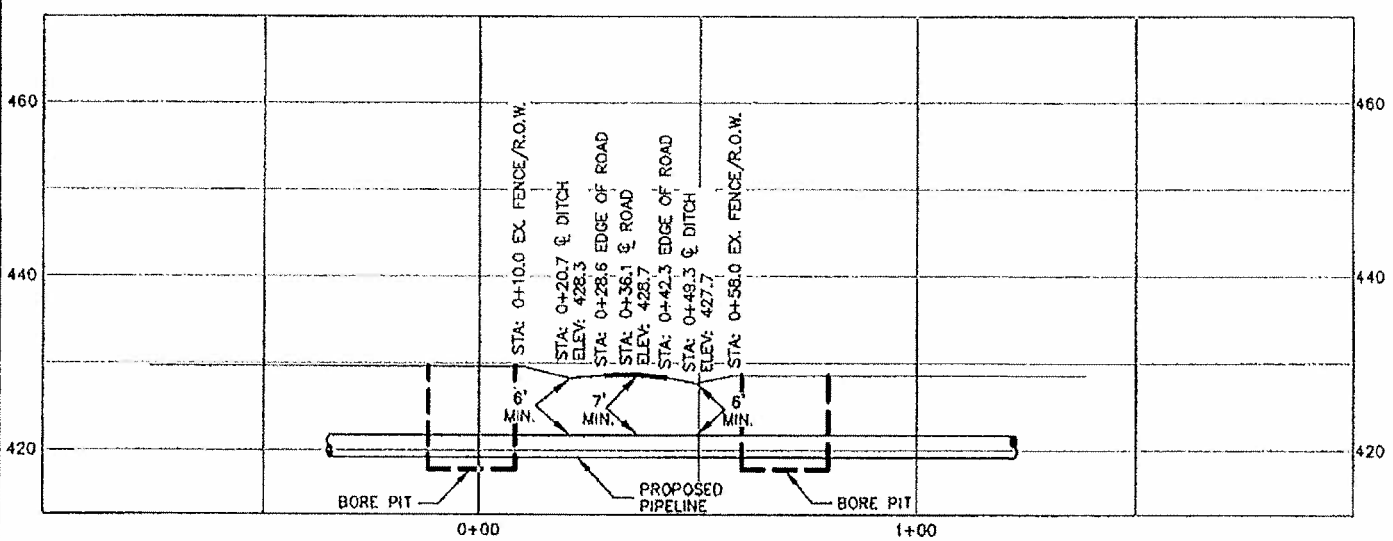
TX-HV-0129.00511.DWG TBUAAS 6/1/2013 3:59 PM

NAVARRO COUNTY, TEXAS



ROAD R.O.W. WIDTH = ±46'

CLOSEST INTERSECTION
1.19 MILES SOUTHWEST
TO C.R. 2344



PROFILE

SCALE: HOR. 1"=40'
SCALE: VER. 1"=20'

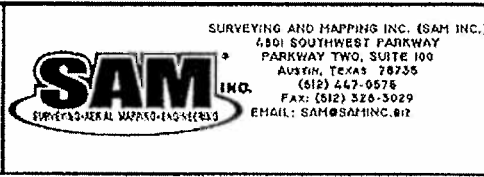
NOTES:

1. HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD88 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS.
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3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195.

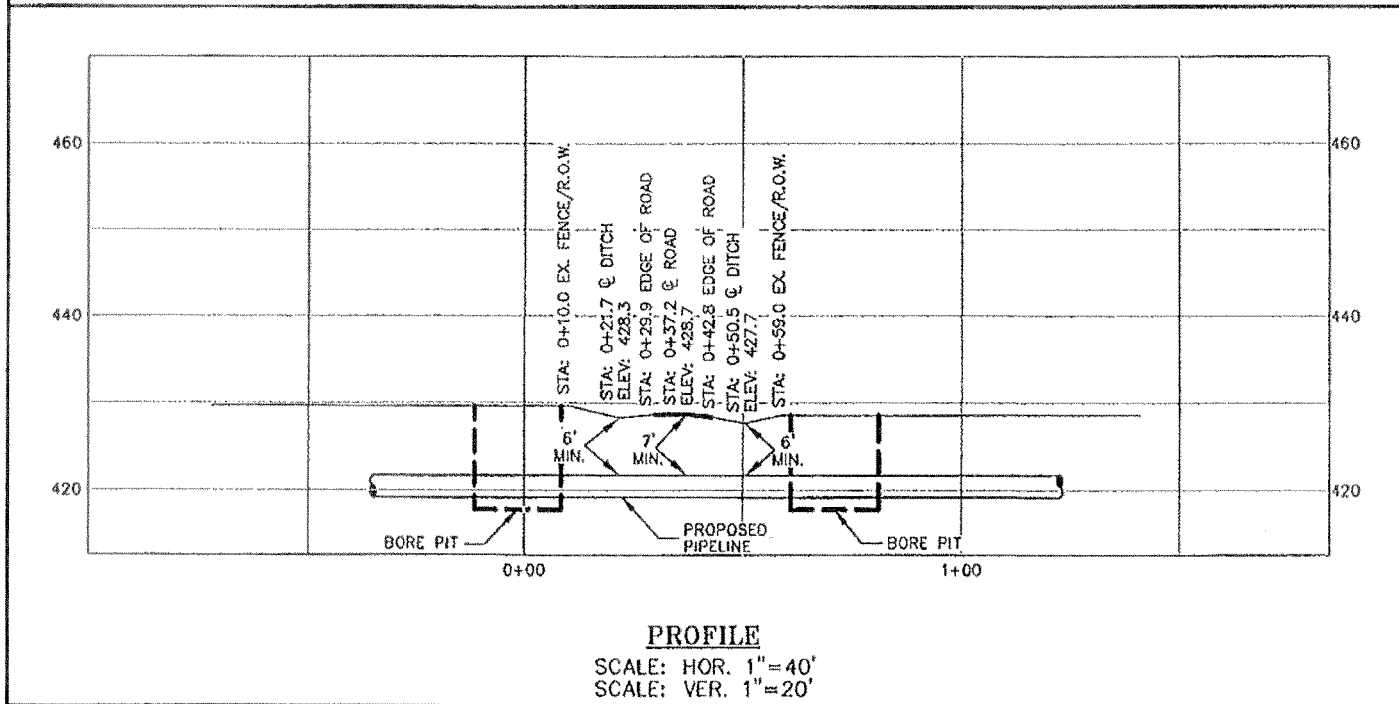
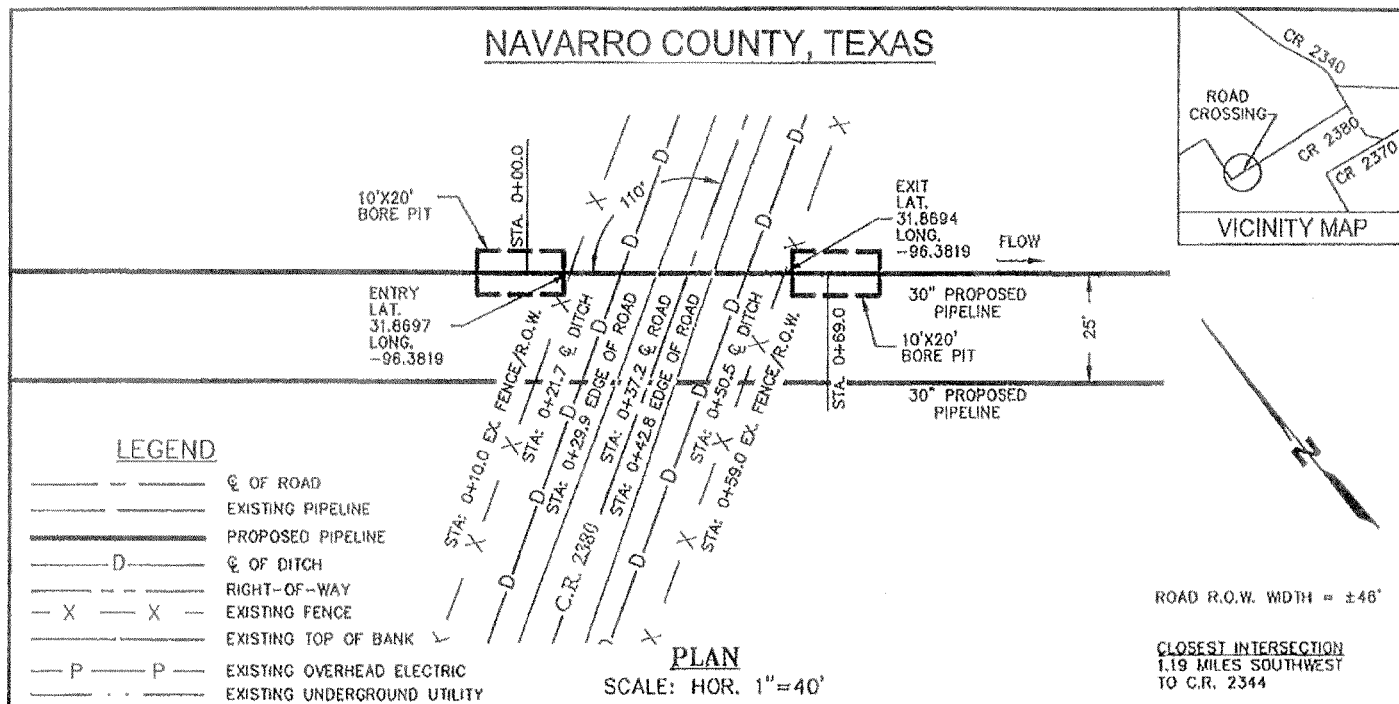
PIPE DATA



1. PRODUCT: CRUDE OIL
2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 68.0 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING
3. MINIMUM TEST PRESSURE: 1,800 PSIG
4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG
5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION
6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING

| | |
|--|------------------|
| SEAWAY LOOP PIPELINE PROJECT - SEGMENT 3 | |
| JOB NUMBER: 31526 | DATE: 01/30/2015 |
| SCALE: 1" = 40' (UNLESS NOTED) | |
| SURVEYOR: J. KERNANDY | |
| TECHNICIAN: C. SMITH | |
| DRAWING: TX-NV-0136.00010.DWG | |
| TRACT ID: TX-NV-0136.00010 | |



| | |
|-----------------------------------|------------------|
| SEAWAY CRUDE PIPELINE COMPANY LLC | |
| PROPOSED CROSSING DETAIL | |
| C.R. 2380 | |
| SEAWAY LOOP SEGMENT 3 | |
| DWG. NO. | TX-NV-0136.00010 |



| | | | |
|--|--|---|--|
| NOTES: 1. HORIZONTAL DATUM: UTM ZONE 14 CENTRAL, NAD83(2007) AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD88 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS. 2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION. 3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195. | | PIPE DATA 1. PRODUCT: CRUDE OIL 2. CARRIER PIPE: 30" O.D. X 0.618" W.T. LSAW X-70 PIPE, 69.0 LINEAR FEET WITH ABRASION RESISTANT OVERLAY COATING 3. MINIMUM TEST PRESSURE: 1,800 PSIG 4. MAXIMUM OPERATING PRESSURE: 1,440 PSIG 5. TRAFFIC TO BE MAINTAINED DURING INSTALLATION 6. PIPELINE TO BE INSTALLED BY CONVENTIONAL BORING | |
| SEAWAY LOOP PIPELINE PROJECT -- SEGMENT 3 JOB NUMBER: 32520 DATE: 01/30/2013 SCALE: 1" = 40' (UNLESS NOTED) SURVEYOR: J.FERNANDEZ TECHNICIAN: C.RENTZ DRAWING: TX-NV-0136.00011.DWG TRACT ID: TX-NV-0136.00011 | |   <p>SURVEYING AND MAPPING INC. (SAM INC.) 4801 SOUTHWEST PARKWAY PARKWAY TWO, SUITE 100 AUSTIN, TEXAS 78735 (512) 447-0575 FAX: (512) 326-3029 EMAIL: SAM@SAMINC.BIZ</p> | |
| | | SEAWAY CRUDE PIPELINE COMPANY LLC PROPOSED CROSSING DETAIL C.R. 2380 SEAWAY LOOP SEGMENT 3 DWG. NO. TX-NV-0136.00011 | |

#23

546

Navarro County April 2013
Financial Report by Fund

| | Budget | Current Month | YTD |
|------------------------|----------------------|---------------------|----------------------|
| General Fund: | | | |
| Revenues | | | |
| Property Taxes | 13,444,136.00 | 222,368.52 | 12,547,699.95 |
| Other | 4,822,049.31 | 626,171.54 | 2,757,739.58 |
| Total | 18,266,185.31 | 848,540.06 | 15,305,439.53 |
| Expenditures | | | |
| Commissioner's Court | 84,611.04 | 5,955.59 | 49,996.09 |
| Planning & Dev. | 341,439.00 | 23,837.33 | 178,531.82 |
| County Clerk | 655,825.00 | 68,103.75 | 401,832.60 |
| District Clerk | 491,158.00 | 44,545.82 | 272,825.09 |
| Veterans' Service | 20,638.00 | 1,564.33 | 11,622.61 |
| Non Departmental | 2,074,350.00 | 98,963.05 | 885,313.42 |
| Information Systems | 92,740.00 | 6,394.90 | 43,753.98 |
| HAVA | 18,000.00 | 0.00 | 17,863.03 |
| Elections | 191,890.00 | 10,395.32 | 119,796.40 |
| Courthouse | 652,316.00 | 35,988.83 | 306,083.11 |
| Extension | 218,193.00 | 15,021.24 | 121,884.86 |
| Historical Commission | 6,100.00 | 0.00 | 2,696.51 |
| County Judge | 251,615.00 | 19,072.24 | 133,569.40 |
| County Court-at-law | 762,462.76 | 42,639.11 | 287,006.36 |
| District Court | 615,990.00 | 33,442.43 | 276,901.14 |
| JP Pct 1 | 188,240.00 | 13,909.75 | 115,481.95 |
| JP Pct 2 | 186,004.00 | 13,281.59 | 111,823.09 |
| JP Pct 3 | 182,053.00 | 13,737.81 | 108,588.57 |
| JP Pct 4 | 188,945.00 | 13,998.19 | 113,622.72 |
| District Attorney | 911,603.50 | 58,648.53 | 453,464.36 |
| Law Library | 5,423.00 | 984.71 | 2,927.66 |
| County Auditor | 476,620.00 | 38,782.95 | 286,538.50 |
| County Treasurer | 166,694.00 | 11,937.47 | 99,588.76 |
| Tax Assessor/Collector | 524,323.00 | 38,261.22 | 297,253.24 |
| County Jail | 4,973,593.00 | 330,293.06 | 2,489,555.94 |
| Constable Pct 1 | 36,463.00 | 2,805.13 | 17,923.23 |
| Constable Pct 2 | 34,445.00 | 2,345.14 | 17,378.52 |
| Constable Pct 3 | 3,975.00 | 686.73 | 1,552.67 |
| Constable Pct 4 | 35,216.00 | 2,550.86 | 18,053.56 |
| Sheriff | 3,148,557.00 | 196,120.23 | 1,622,645.10 |
| Sheriff Communications | 755,336.00 | 52,043.76 | 371,257.45 |
| Highway Patrol | 86,572.00 | 6,795.82 | 54,569.85 |
| License & Weights | 3,400.00 | 98.00 | 874.36 |
| Emergency Mgt | 46,800.00 | 887.61 | 24,578.22 |
| CSCD | 12,000.00 | 749.18 | 6,088.57 |
| Juvenile Expenditures | 108,937.00 | 6,887.53 | 50,443.11 |
| Indigent Health | 500,000.00 | 0.00 | 125,000.00 |
| Total | 19,052,527.30 | 1,211,729.21 | 9,498,885.85 |
| General Net | (786,341.99) | (363,189.15) | 5,806,553.68 |

Navarro County April 2013
Financial Report by Fund


| | Current | | |
|---------------------------------|---------------------|--------------------|-------------------|
| | Budget | Month | YTD |
| Road & Bridge Pct. 2 | | | |
| Revenues | | | |
| Property Taxes | 731,501.00 | 12,032.84 | 678,838.68 |
| State of TX | 25,400.00 | 0.00 | 10,817.44 |
| Vehicle Registration | 225,000.00 | 31,854.10 | 156,042.98 |
| Fines & Forfeitures | 150,000.00 | 26,046.31 | 57,240.01 |
| Other | 1,500.00 | 18.24 | 4,218.91 |
| Total | 1,133,401.00 | 69,951.49 | 907,158.02 |
| Expenditures | | | |
| Personnel | 500,403.00 | 38,381.23 | 282,380.80 |
| Supplies | 420,000.00 | 12,121.69 | 125,933.75 |
| Other Svcs & Charges | 279,000.00 | 4,896.91 | 132,385.57 |
| Capital Outlay | 137,321.00 | 6,034.59 | 61,377.02 |
| Total | 1,336,724.00 | 61,434.42 | 602,077.14 |
| R & B # 2 Net | (203,323.00) | 8,517.07 | 305,080.88 |
| Road & Bridge Pct. 3 | | | |
| Revenues | | | |
| Property Taxes | 731,501.00 | 12,032.84 | 678,838.68 |
| State of TX | 25,400.00 | 0.00 | 10,817.44 |
| Vehicle Registration | 225,000.00 | 31,854.09 | 156,042.96 |
| Fines & Forfeitures | 150,000.00 | 26,046.31 | 57,240.03 |
| Other | 1,500.00 | 12.44 | 1,324.83 |
| Total | 1,133,401.00 | 69,945.68 | 904,263.94 |
| Expenditures | | | |
| Personnel | 538,103.00 | 38,200.17 | 292,887.88 |
| Supplies | 400,000.00 | 12,155.55 | 128,339.05 |
| Other Svcs & Charges | 157,170.94 | 49,751.31 | 83,983.33 |
| Capital Outlay | 116,111.00 | 3,294.62 | 67,749.54 |
| Total | 1,211,384.94 | 103,401.65 | 572,959.80 |
| R & B #3 Net | (77,983.94) | (33,455.97) | 331,304.14 |
| Road & Bridge Pct. 4 | | | |
| Revenues | | | |
| Property Taxes | 731,501.00 | 12,032.84 | 678,838.68 |
| State of TX | 25,400.00 | 0.00 | 10,817.44 |
| Vehicle Registration | 225,000.00 | 31,854.09 | 156,042.98 |
| Fines & Forfeitures | 150,000.00 | 26,046.31 | 57,240.03 |
| Other | 1,500.00 | 3.23 | 1,248.46 |
| Total | 1,133,401.00 | 69,936.47 | 904,187.59 |
| Expenditures | | | |
| Personnel | 487,440.00 | 29,608.80 | 227,986.08 |
| Supplies | 520,000.00 | 23,649.35 | 149,389.98 |
| Other Svcs & Charges | 184,700.00 | 3,798.63 | 32,781.74 |
| Capital Outlay | 96,031.00 | 1,622.32 | 11,356.24 |
| Total | 1,288,171.00 | 58,679.10 | 421,514.04 |
| R & B # 4 Net | (154,770.00) | 11,257.37 | 482,673.55 |

540

NAVARRO COUNTY, TEXAS
AD VALOREM TAX ALLOCATION
FOR THE MONTH OF APRIL, 2013

| FUND | | AMOUNT |
|---------------------|-----------|------------|
| GENERAL | | 368,737.42 |
| DEBT SERVICE | | 14,999.83 |
| FLOOD CONTROL | | 6,664.61 |
| ROAD & BRIDGE | | |
| PRECINCT 1 | 19,879.49 | |
| PRECINCT 2 | 19,879.49 | |
| PRECINCT 3 | 19,879.49 | |
| PRECINCT 4 | 19,879.47 | |
| TOTAL ROAD & BRIDGE | | 79,517.94 |
| TOTAL ALLOCATION | | 469,919.80 |

REVOLVING & CLEARING CHECKS SHOULD BE ISSUED TO
THE LISTED FUNDS AS SHOWN ABOVE.

ALLOCATED BY: 

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Navarro County
Combined Indebtedness
For the Fiscal Year Ending 9/30/2013

| Description | 2005 Refunding | 10 Tractor/ Bond | 10 Motorgrader Mower Pct. 1 | 10 Case Backhoe Pct. 1 | 10 JD Backhoe Pct. 2 | 08 Case Motor- grader Pct. 2 | 2009 Tractor Pct. 2 | 2009 Belly Dump Pct. 3 | 2009 Mack Trucks Pct. 3 | 2009 Cat Motor- grader Pct. 1 | 2012 Cat Motor- grader Pct. 1 | 2012 Cat Motor- grader Pct. 2 | Total |
|------------------------|----------------|-------------------------------|--------------------------------|---------------------------|-------------------------|---------------------------------|------------------------|-----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|--------------|
| | Citibank | John Deere Financial Corp. | Caterpillar Financial Svcs. | Welch State Bank | Welch State Bank | Welch State Bank | Welch State Bank | Kansas State Bank of Manhattan | Kansas State Ban of Manhattan | Caterpillar Financial Svcs. | Welch State Bank | Welch State Bank | |
| Beginning Balance | 1,500,000.00 | 19,683.44 | 110,341.53 | 35,019.35 | 46,167.24 | 42,602.60 | 11,439.28 | 7,771.67 | 96,629.27 | 44,989.55 | 0.00 | 0.00 | 1,914,643.93 |
| October: Payments | | 707.04 | 2,828.50 | 1,699.13 | 1,463.51 | 2,784.25 | 802.10 | 632.98 | 2,475.51 | 3,665.59 | 190,194.00 | 0.00 | 190,194.00 |
| Ending Balance | 1,500,000.00 | 18,976.40 | 107,513.03 | 33,320.22 | 44,703.73 | 39,818.35 | 10,637.18 | 7,138.69 | 94,153.76 | 41,323.96 | 185,104.40 | 0.00 | 2,082,689.72 |
| November: Payments | | 710.87 | 2,836.75 | 1,701.02 | 1,468.55 | 39,818.35 | 804.38 | 635.61 | 2,482.82 | 3,680.56 | 5,087.27 | 6,579.94 | 189,681.68 |
| Ending Balance | 1,500,000.00 | 18,265.53 | 104,676.28 | 31,619.20 | 43,235.18 | 0.00 | 9,832.80 | 6,503.08 | 91,670.94 | 37,643.40 | 180,017.13 | 183,101.74 | 65,806.12 |
| December: Payments | | 714.72 | 2,845.03 | 1,710.00 | 1,473.60 | 0.00 | 806.67 | 638.26 | 2,490.14 | 3,695.59 | 5,111.50 | 3,180.54 | 22,666.05 |
| Ending Balance | 1,500,000.00 | 17,550.81 | 101,831.25 | 29,909.20 | 41,761.58 | 0.00 | 9,026.13 | 5,864.82 | 89,180.80 | 33,947.81 | 174,905.63 | 179,921.20 | 2,183,899.23 |
| January: Payments | | 718.59 | 2,853.32 | 1,712.28 | 1,478.67 | 0.00 | 808.96 | 640.91 | 2,497.49 | 3,710.68 | 5,109.96 | 2,911.17 | 22,442.03 |
| Ending Balance | 1,500,000.00 | 16,832.22 | 98,977.93 | 28,196.92 | 40,282.91 | 0.00 | 8,217.17 | 5,223.91 | 86,683.31 | 30,237.13 | 169,795.67 | 177,010.03 | 2,161,457.20 |
| February: Payments | | 722.49 | 2,861.64 | 1,717.94 | 1,483.75 | 0.00 | 811.26 | 643.58 | 2,504.85 | 3,725.83 | 5,131.32 | 2,972.62 | 502,575.28 |
| Ending Balance | 1,020,000.00 | 16,109.73 | 96,116.29 | 26,478.98 | 38,799.16 | 0.00 | 7,405.91 | 4,580.33 | 84,178.46 | 26,511.30 | 164,664.35 | 174,037.41 | 1,658,881.92 |
| March: Payments | | 726.40 | 2,869.99 | 1,732.08 | 1,488.86 | 0.00 | 813.56 | 646.25 | 2,512.24 | 3,741.05 | 5,168.16 | 3,019.22 | 22,717.81 |
| Ending Balance | 1,020,000.00 | 15,383.33 | 93,246.30 | 24,746.90 | 37,310.30 | 0.00 | 6,592.35 | 3,934.08 | 81,666.22 | 22,770.25 | 159,496.19 | 171,018.19 | 1,636,164.11 |
| April: Payments | | 730.33 | 2,878.36 | 1,729.34 | 1,493.98 | 0.00 | 815.87 | 648.94 | 2,519.65 | 3,756.32 | 5,144.21 | 2,986.71 | 22,703.71 |
| Ending Balance | 1,020,000.00 | 14,653.00 | 90,367.94 | 23,017.56 | 35,816.32 | 0.00 | 5,776.48 | 3,285.14 | 79,146.57 | 19,013.93 | 154,351.98 | 168,031.48 | 1,613,460.40 |
| May: Payments | | 734.29 | 2,886.76 | 1,737.50 | 1,499.12 | 0.00 | 818.19 | 651.64 | 2,527.09 | 3,771.65 | 5,166.73 | 3,006.48 | 22,799.45 |
| Ending Balance | 1,020,000.00 | 13,918.71 | 87,481.18 | 21,280.06 | 34,317.20 | 0.00 | 4,958.29 | 2,633.50 | 76,619.48 | 15,242.28 | 149,185.25 | 165,025.00 | 1,590,660.95 |
| June: Payments | | 738.27 | 2,895.17 | 1,740.79 | 1,504.27 | 0.00 | 820.51 | 654.35 | 2,534.54 | 3,787.06 | 5,167.15 | 3,000.80 | 22,842.91 |
| Ending Balance | 1,020,000.00 | 13,180.44 | 84,586.01 | 19,539.27 | 32,812.93 | 0.00 | 4,137.78 | 1,979.15 | 74,084.94 | 11,455.22 | 144,018.10 | 162,024.20 | 1,567,818.04 |
| July: Payments | | 742.27 | 2,903.62 | 1,748.62 | 1,509.45 | 0.00 | 822.85 | 657.07 | 2,542.02 | 3,802.53 | 5,188.97 | 3,020.15 | 22,937.55 |
| Ending Balance | 1,020,000.00 | 12,438.17 | 81,682.39 | 17,790.65 | 31,303.48 | 0.00 | 3,314.93 | 1,322.08 | 71,542.92 | 7,652.69 | 138,829.13 | 159,004.05 | 1,544,880.49 |
| August: Payments | | 746.29 | 2,912.09 | 1,752.32 | 1,514.64 | 0.00 | 825.18 | 659.80 | 2,549.52 | 3,818.05 | 5,190.18 | 3,014.96 | 22,983.03 |
| Ending Balance | 1,020,000.00 | 11,691.88 | 78,770.30 | 16,038.33 | 29,788.84 | 0.00 | 2,489.75 | 662.28 | 68,993.40 | 3,834.64 | 133,638.95 | 155,989.09 | 1,521,897.46 |
| September: Payments | | 750.33 | 2,920.58 | 1,758.11 | 1,519.85 | 0.00 | 827.53 | 662.28 | 2,557.04 | 3,834.64 | 5,201.73 | 3,022.05 | 23,054.14 |
| Ending Balance | 1,020,000.00 | 10,941.55 | 75,849.72 | 14,280.22 | 28,268.99 | 0.00 | 1,662.22 | 0.00 | 66,436.36 | 0.00 | 128,437.22 | 152,967.04 | 1,498,843.32 |



May 31, 2013

Judge H. M. Davenport
Navarro County
300 W 3rd Avenue, Suite 10
Corsicana, TX 75110

JUN 06 2013
NAVARRO COUNTY
AUDITOR'S OFFICE

Dear Judge Davenport:

Grant number G13NT0001A has been increased and now totals \$2,498,274.00.

The original of Modification 1 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.

Sincerely,

Michael K. Gottlieb

Michael K. Gottlieb
National HIDTA Director

Enclosures

| | | | |
|---|---------------------------|--|-------------|
| Executive Office of the President Office of National Drug Control Policy | | AWARD Grant | Page 1 of 1 |
| 1. Recipient Name and Address Judge H. M. Davenport Navarro County 300 W 3rd Avenue Suite 10 Corsicana, TX 75110 | | 4. Award Number: G13NT0001A | |
| | | 5. Grant Period: From 01/01/2013 to 12/31/2014 | |
| 1A. Subrecipient IRS/Vendor No. | 6. Date: 5/31/2013 | 7. Action Initial <input checked="" type="checkbox"/> Supplemental | |
| Subrecipient Name and Address | 8. Supplement Number 1 | | |
| 2A. Subrecipient IRS/Vendor No.: | 9. Previous Award Amount: | \$1,227,972.00 | |
| 3. Project Title | 10. Amount of This Award: | \$1,270,302.00 | |
| | 11. Total Award: | \$2,498,274.00 | |
| 12. <ul style="list-style-type: none"> The above grant is approved subject to such conditions or limitation as are set forth in the original Grant. Consistent with P.L. 113-6, the Full-Year Continuing Appropriations Act, 2013, this Grant Award document provides additional funding in the amount indicated in Block 10. This amount, together with the amount equivalent to 48% of the fiscal year 2012 funding level previously made available, as indicated in Block 9, represent the total FY 2013 budget and spending ceiling for this grant, as indicated in Block 11. | | | |
| 13. Statutory Authority for Grant: Public Law 113-6 | | | |
| AGENCY APPROVAL | | RECIPIENT ACCEPTANCE | |
| 14. Typed Name and Title of Approving Official Michael K. Gottlieb National HIDTA Director | | 15. Typed Name and Title of Authorized Official H. M. Davenport Navarro County | |
| 16. Signature of Approving ONDCP Official <i>Michael K. Gottlieb</i> | | 17. Signature of Authorized Recipient/Date | |
| AGENCY USE ONLY | | | |
| 18. Accounting Classification Code DUNS: 071371363 EIN: 1756001092A1 | | 19. HIDTA AWARD OND1070DB1314XX OND6113 OND2000000000 OC 410001 | |

Initiative Cash by HIDTA

FY 2013

Current Budget (net of reprogrammed funds)

| HIDTA | Agency Name | Initiative | Cash | Type | Grant |
|-------------|---------------------------------|--|--------------|--------------------|------------|
| North Texas | Navarro County Sheriff's Office | Commercial Smuggling Initiative | 75,010.00 | Investigation | G13NT0001A |
| | | East Texas Violent Crimes Initiative | 37,800.00 | Investigation | G13NT0001A |
| | | Eastern Drug Initiative | 209,339.00 | Investigation | G13NT0001A |
| | | Management and Coordination | 414,163.00 | Administration | G13NT0001A |
| | | North Texas SAR | 1,000.00 | Investigation | G13NT0001A |
| | | Northern Drug Initiative | 70,700.00 | Investigation | G13NT0001A |
| | | Operations Support Center | 728,326.00 | Operations Support | G13NT0001A |
| | | Regional Intelligence Support Center | 685,161.00 | Intelligence | G13NT0001A |
| | | Southern Money Laundering Initiative | 12,000.00 | Investigation | G13NT0001A |
| | | Training | 47,435.00 | Operations Support | G13NT0001A |
| | | Violent Crime Initiative | 56,600.00 | Investigation | G13NT0001A |
| | | Western Drug Initiative | 160,740.00 | Investigation | G13NT0001A |
| | | Agency Total : Navarro County Sheriff's Office | | 2,498,274.00 | |
| Total | | | 2,498,274.00 | | |

Budget Detail

2013 - North Texas

Initiative - Commercial Smuggling Initiative

Award Recipient - Navarro County (G13NT0001A)

Resource Recipient - Navarro County Sheriff's Office

| | | |
|---|-----------------|-----------------------|
| Current Budget (net of reprogrammed funds) | | \$2,498,274.00 |
| Overtime | Quantity | Amount |
| Investigative - Law Enforcement Officer | | \$66,010.00 |
| Total Overtime | | \$66,010.00 |
| Services | Quantity | Amount |
| Communications - data lines | | \$6,000.00 |
| Total Services | | \$6,000.00 |
| Supplies | Quantity | Amount |
| Office | | \$3,000.00 |
| Total Supplies | | \$3,000.00 |
| Total Budget | | \$75,010.00 |

Budget Detail

2013 - North Texas

Initiative - East Texas Violent Crimes Initiative

Award Recipient - Navarro County (G13NT0001A)

Resource Recipient - Navarro County Sheriff's Office

| | | |
|---|-----------------|-----------------------|
| Current Budget (net of reprogrammed funds) | | \$2,498,274.00 |
| Overtime | Quantity | Amount |
| Investigative - Law Enforcement Officer | | \$8,000.00 |
| Total Overtime | | \$8,000.00 |
| Services | Quantity | Amount |
| Communications - data lines | | \$3,800.00 |
| Communications - mobile phones & pagers | | \$22,000.00 |
| Total Services | | \$25,800.00 |
| Supplies | Quantity | Amount |
| Investigative/operational | | \$500.00 |
| Office | | \$2,500.00 |
| Software - licenses | | \$1,000.00 |
| Total Supplies | | \$4,000.00 |
| Total Budget | | \$37,800.00 |

Budget Detail

2013 - North Texas

Initiative - Eastern Drug Initiative

Award Recipient - Navarro County (G13NT0001A)

Resource Recipient - Navarro County Sheriff's Office

| | | |
|---|-----------------|-----------------------|
| Current Budget (net of reprogrammed funds) | | \$2,498,274.00 |
| Overtime | Quantity | Amount |
| Investigative - Law Enforcement Officer | | \$182,839.00 |
| Total Overtime | | \$182,839.00 |
| Services | Quantity | Amount |
| Communications - data lines | | \$3,000.00 |
| Communications - mobile phones & pagers | | \$21,000.00 |
| Service contracts | | \$1,500.00 |
| Total Services | | \$25,500.00 |
| Supplies | Quantity | Amount |
| Office | | \$1,000.00 |
| Total Supplies | | \$1,000.00 |
| Total Budget | | \$209,339.00 |

Budget Detail

2013 - North Texas

Initiative - Management and Coordination

Award Recipient - Navarro County (G13NT0001A)

Resource Recipient - Navarro County Sheriff's Office

| | | |
|---|-----------------|-----------------------|
| Current Budget (net of reprogrammed funds) | | \$2,498,274.00 |
| Personnel | Quantity | Amount |
| Administrative Staff | 1 | \$71,805.00 |
| Financial Manager | 1 | \$109,551.00 |
| Total Personnel | | \$181,356.00 |
| Fringe | Quantity | Amount |
| Administrative staff | 1 | \$22,172.00 |
| Financial Manager | 1 | \$28,287.00 |
| Total Fringe | | \$50,459.00 |
| Travel | Quantity | Amount |
| Administrative | 3 | \$7,800.00 |
| Total Travel | | \$7,800.00 |
| Services | Quantity | Amount |
| Communications - data lines | | \$1,200.00 |
| Communications - mobile phones & pagers | | \$2,350.00 |
| Contractor - Director | 1 | \$161,498.00 |
| Insurance - Director's liability | | \$3,500.00 |
| Vehicle allowance | 1 | \$6,000.00 |
| Total Services | | \$174,548.00 |
| Total Budget | | \$414,163.00 |

Budget Detail

2013 - North Texas

Initiative - North Texas SAR

Award Recipient - Navarro County (G13NT0001A)

Resource Recipient - Navarro County Sheriff's Office

| <i>Current Budget (net of reprogrammed funds)</i> | | \$2,498,274.00 |
|---|----------|-----------------------|
| Supplies | Quantity | Amount |
| Office | | \$1,000.00 |
| Total Supplies | | \$1,000.00 |
| Total Budget | | \$1,000.00 |

Budget Detail

2013 - North Texas

Initiative - Northern Drug Initiative

Award Recipient - Navarro County (G13NT0001A)

Resource Recipient - Navarro County Sheriff's Office

| | | |
|---|-----------------|-----------------------|
| Current Budget (net of reprogrammed funds) | | \$2,498,274.00 |
| Overtime | Quantity | Amount |
| Investigative - Law Enforcement Officer | 10 | \$53,100.00 |
| Total Overtime | | \$53,100.00 |
| Services | Quantity | Amount |
| Communications - mobile phones & pagers | | \$12,000.00 |
| Investigative services | | \$600.00 |
| Total Services | | \$12,600.00 |
| Supplies | Quantity | Amount |
| Office | | \$5,000.00 |
| Total Supplies | | \$5,000.00 |
| Total Budget | | \$70,700.00 |

Budget Detail

2013 - North Texas

Initiative - Operations Support Center

Award Recipient - Navarro County (G13NT0001A)

Resource Recipient - Navarro County Sheriff's Office

Current Budget (net of reprogrammed funds)

\$2,498,274.00

| Personnel | Quantity | Amount |
|---|----------|---------------------|
| Information Technology Manager | 1 | \$100,903.00 |
| Total Personnel | | \$100,903.00 |
| Fringe | Quantity | Amount |
| Information Technology Manager | 1 | \$26,365.00 |
| Total Fringe | | \$26,365.00 |
| Facilities | Quantity | Amount |
| Facilities | | (\$60,000.00) |
| Lease | | \$324,039.00 |
| Support | | \$43,000.00 |
| Utilities | | \$55,500.00 |
| Total Facilities | | \$362,539.00 |
| Services | Quantity | Amount |
| Communications - data lines | | \$850.00 |
| Communications - office phones | | \$14,500.00 |
| Contractor - Information Technology staff | 1 | \$82,415.00 |
| Equipment rentals | | \$8,104.00 |
| Service contracts | | \$9,050.00 |
| Shipping & postage | | \$4,500.00 |
| Software - maintenance | | \$11,000.00 |
| Subscriptions - publications | | \$350.00 |
| Total Services | | \$130,769.00 |
| Equipment | Quantity | Amount |
| Computers - desktop, laptop & notebook | | \$35,000.00 |
| Total Equipment | | \$35,000.00 |
| Supplies | Quantity | Amount |
| Investigative/operational | | \$750.00 |
| Office | | \$5,000.00 |
| Software - licenses | | \$2,000.00 |
| Total Supplies | | \$7,750.00 |

Budget Detail

2013 - North Texas

Initiative - Operations Support Center

Award Recipient - Navarro County (G13NT0001A)

Resource Recipient - Navarro County Sheriff's Office

| | | |
|---|-----------------|-----------------------|
| <i>Current Budget (net of reprogrammed funds)</i> | | \$2,498,274.00 |
| Other | Quantity | Amount |
| Administrative costs | | \$65,000.00 |
| Total Other | | \$65,000.00 |
| Total Budget | | \$728,326.00 |

Budget Detail

2013 - North Texas

Initiative - Regional Intelligence Support Center

Award Recipient - Navarro County (G13NT0001A)

Resource Recipient - Navarro County Sheriff's Office

| | | |
|---|-----------------|-----------------------|
| Current Budget (net of reprogrammed funds) | | \$2,498,274.00 |
| Personnel | Quantity | Amount |
| Administrative Staff | | \$44,275.00 |
| Analyst - Intelligence | | \$374,309.00 |
| Total Personnel | | \$418,584.00 |
| Fringe | Quantity | Amount |
| Administrative staff | | \$17,448.00 |
| Analyst - Intelligence | | \$126,675.00 |
| Total Fringe | | \$144,123.00 |
| Overtime | Quantity | Amount |
| Investigative - Law Enforcement Officer | | \$1,000.00 |
| Support | | \$2,000.00 |
| Total Overtime | | \$3,000.00 |
| Travel | Quantity | Amount |
| Investigative/Operational | | \$1,000.00 |
| Total Travel | | \$1,000.00 |
| Services | Quantity | Amount |
| Communications - data lines | | \$12,065.00 |
| Communications - office phones | | \$1,000.00 |
| Contractor - Analyst - Intelligence | | \$58,089.00 |
| Service contracts | | \$1,000.00 |
| Software - maintenance | | \$10,300.00 |
| Subscriptions - database | | \$29,000.00 |
| Total Services | | \$111,454.00 |
| Supplies | Quantity | Amount |
| Office | | \$7,000.00 |
| Total Supplies | | \$7,000.00 |
| Total Budget | | \$685,161.00 |

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Budget Detail

2013 - North Texas

Initiative - Southern Money Laundering Initiative

Award Recipient - Navarro County (G13NT0001A)

Resource Recipient - Navarro County Sheriff's Office

| Current Budget (net of reprogrammed funds) | | \$2,498,274.00 |
|---|----------|-----------------------|
| Services | Quantity | Amount |
| Communications - mobile phones & pagers | | \$12,000.00 |
| Total Services | | \$12,000.00 |
| Total Budget | | \$12,000.00 |

Budget Detail

2013 - North Texas

Initiative - Training

Award Recipient - Navarro County (G13NT0001A)

Resource Recipient - Navarro County Sheriff's Office

| | | |
|---|-----------------|-----------------------|
| Current Budget (net of reprogrammed funds) | | \$2,498,274.00 |
| Travel | Quantity | Amount |
| Training | | \$20,000.00 |
| Total Travel | | \$20,000.00 |
| Services | Quantity | Amount |
| Contractor - Training Coordinator | | \$27,435.00 |
| Total Services | | \$27,435.00 |
| Total Budget | | \$47,435.00 |

Budget Detail

2013 - North Texas

Initiative - Violent Crime Initiative

Award Recipient - Navarro County (G13NT0001A)

Resource Recipient - Navarro County Sheriff's Office

| | | |
|---|-----------------|-----------------------|
| Current Budget (net of reprogrammed funds) | | \$2,498,274.00 |
| Overtime | Quantity | Amount |
| Investigative - Law Enforcement Officer | | \$37,000.00 |
| Total Overtime | | \$37,000.00 |
| Services | Quantity | Amount |
| Communications - mobile phones & pagers | | \$16,000.00 |
| Total Services | | \$16,000.00 |
| Supplies | Quantity | Amount |
| Office | | \$3,600.00 |
| Total Supplies | | \$3,600.00 |
| Total Budget | | \$56,600.00 |

Budget Detail

2013 - North Texas

Initiative - Western Drug Initiative

Award Recipient - Navarro County (G13NT0001A)

Resource Recipient - Navarro County Sheriff's Office

Current Budget (net of reprogrammed funds)

\$2,498,274.00

| Overtime | Quantity | Amount |
|---|----------|---------------------|
| Investlgative - Law Enforcement Officer | 10 | \$140,000.00 |
| Total Overtime | | \$140,000.00 |
| Services | Quantity | Amount |
| Communications - data lines | | \$4,800.00 |
| Communications - mobile phones & pagers | | \$13,440.00 |
| Total Services | | \$18,240.00 |
| Supplies | Quantity | Amount |
| Office | | \$2,500.00 |
| Total Supplies | | \$2,500.00 |
| Total Budget | | \$160,740.00 |