

NAVARRO COUNTY COMMISSIONER'S COURT

A REGULAR MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY, 27TH DAY OF AUGUST, 2007 AT 5:30 P.M., IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE H.M. DAVENPORT, COMMISSIONER'S PRESENT KIT HERRINGTON, FAITH HOLT, WILLIAM BALDWIN, AND JAMES OLSEN.

1. MOTION TO CONVENE BY BALDWIN SEC BY OLSEN
ALL VOTED AYE
2. PRAYER BY COMMISSIONER HOLT
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- ROSEMARIE BAZINET HER ROAD SWCR 0025
NEEDS REPAIR/UPKEEP & LARRY ADKINS ROAD CONDITIONS PCT3

CONSENT AGENDA

- ITEMS 5-7 MOTION TO APPROVE CONSENT AGENDA BY BALDWIN
SEC BY HOLT
ALL VOTED AYE
5. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS
MEETING OF AUGUST 13, 2007 AND AUGUST 20, 2007
 6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE
COUNTY AUDITOR
 7. MOTION TO APPROVE TREASURER'S REPORT FROM RUBY COKER
TO WIT PG 123

REGULAR AGENDA ITEMS

8. MOTION TO GO INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS
GOVERNMENT CODE SECTION 551.074 TO DISCUSS PERSONNEL BY
HOLT SEC BY OLSEN
ALL VOTED AYE

MOTON BACK INTO SESSION BY HOLT SEC BY HERRINGTON
ALL VOTED AYE

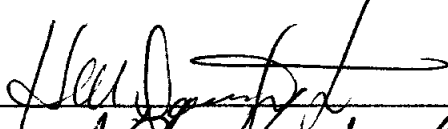
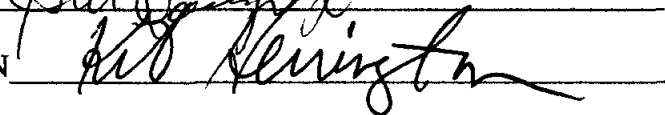
NO ACTION TAKEN

9. MOTION TO APPROVE MAINTIANING ALL 34 POLLING PLACES FOR NOVEMBER 6, 2007 CONSTITUTIONAL AMENDMENT ELECTION BY HOLT SEC BY JUDGE DAVENPORT TO WIT PG 123A
ALL VOTED AYE
10. MOTION TO APPROVE COURT ORDER GOVERNING ALTERNATIVE PROCEDURES FOR PLAT REVISIONS BY OLSEN SEC BY HERRINGTON
ALL VOTED AYE TO WIT PG 124-125
11. MOTION TO TABLE AMENDMENT TO SUB-DIVISION REGULATIONS BY JUDGE DAVENPORT SEC BY HERRINGTON
ALL VOTED AYE
12. MOTION TO APPROVE RELEASE OF BONDS# 1016555 FOR THE SHORES ON RICHLAND CHAMBERS PHASE III BY HOLT SEC BY BALDWIN
ALL VOTED AYE
13. MOTION TO APPROVE EASEMENT ADJACENT TO OR CROSSING SE 4100, SE 4060, SE 4120 WITH A NATURAL GAS PIPELINE FROM SAMSON LONE STAR IN PRECINCT #2 WITH APPROVAL CONTINGENT ON APPROVAL OF ROAD BOND BY HOLT AMEND MOTION TO APPORVE WITHOUT ROAD BOND BY HOLT SEC BY BALDWIN
ALL VOTED AYE TO WIT PG 126-131
14. MOTION TO APPROVE EASEMENT ADJACENT TO OR CROSSING SE 4090 WITH A NATURAL GAS PIPELINE FROM SAMSON LONE STAR WITH IN PRECINCT #2 BY HOLT SEC BY OLSEN
ALL VOTED AYE TO WIT PG 132-137
15. MOTION TO APPROVE AN EASEMENT ADJACENT TO OR CROSSING SE 4060 WITH A FAS WATER LINE FROM SAMSON LONE STAR IN PRECINCT #2 BY HOLT SEC BY HERRINGTON TO WIT PG 138-142
ALL VOTED AYE
16. MOTION TO ADJOURN BY BALDWIN SEC BY HERRINGTON
ALL VOTED AYE

THESE MINUTES ARE HEREBY APPROVED THIS 10 DAY OF SEPTEMBER 2007.

JUDGE HM DAVENPORT

COMR.PCT.1 KIT HERRINGTON

COMR.PCT.2 FAITH HOLT

Faith D. Holt

COMR.PCT.3 WILLIAM BALDWIN

William Baldwin

COMR.PCT.4 JAMES OLSEN

James Olsen

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR AUGUST 27TH, 2007

SIGNED 10 DAY OF SEPTEMBER 2007

Sherry Dowd

SHERRY DOWD, COUNTY CLERK



AFFIDAVIT SUBMITTED BY
RUBY COKER
NAVARRO COUNTY TREASURER

STATE OF TEXAS

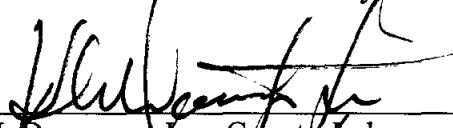
COUNTY OF NAVARRO

Before me, the undersigned authority, on this day personally appeared the following named persons, and after being duly sworn, deposes and says: Honorable H. M. Davenport, Jr., County Judge, Honorable Kit Herrington, Commissioner Pct. #1, Honorable Faith Holt, Commissioner Pct. #2, Honorable William Baldwin, Commissioner Pct. #3, and Honorable James Olsen, Commissioner Pct. 4.

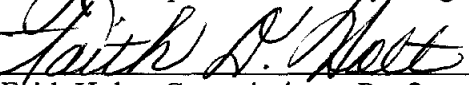
I, Ruby Coker, the Navarro County Treasurer, on this 27th day of August, 2007 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on July 31, 2007 for the court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$1,040,139.06. Also, other assets totaling \$7,439,774.83 are being held by the Treasurer's office. The total interest for all accounts for the month of July, 2007 was \$37,822.29. The total disbursements for the month of July, 2007 were \$2,359,442.61. This report is in compliance with section 114.026 of the Local Government Code, so therefore we hereby execute this affidavit for publication.

With this signed affidavit, We the Commissioners Court, state that the requirements of Subsection (C) have been met with the examination of this report.

Signed and executed this 27th day of August, 2007.



H. M. Davenport, Jr. - County Judge



Faith Holt - Commissioner Pct 2



James Olsen - Commissioner Pct 4



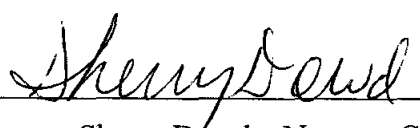
Kit Herrington - Commissioner Pct 1



William Baldwin - Commissioner Pct 3

SWORN AND SUBSCRIBED TO BEFORE ME, this 27th day of August, 2007 by H. M. Davenport, Jr., Kit Herrington, Faith Holt, William Baldwin, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.





Sherry Dowd - Navarro County Clerk

POLLING PLACES - 2007 - GENERAL ELECTION

123A

PRECINCT NO.

PLACES

101		CISD INSTRUCTIONAL MATERIALS, 312 W 1 ST AVE, CORSICANA, TEXAS
103		FANNIN ELEMENTARY SCHOOL, 3201 N BEATON, CORSICANA, TEXAS
104	(\$75)	MEMORIAL BAPTIST CHURCH, 1700 N 45 TH STREET, CORSICANA, TEXAS
105	(\$75)	BARRY METHODIST CHURCH, MAIN STREET, BARRY, TEXAS
106	(\$35)	EMHOUSE COMMUNITY CENTER, 503 N HOPPIN AVE, EMHOUSE, TEXAS
107		RICE CITY HALL, 203 E CALHOUN, RICE, TEXAS
108	(\$60)	CHATFIELD COMMUNITY CENTER, FM 1603, CHATFIELD, TEXAS
109	(\$25)	ROANE BAPTIST CHURCH, FM 3401, ROANE, TEXAS
200	(\$35)	MARTIN LUTHER KING CENTER, 1114 E 6 TH , CORSICANA, TEXAS
201		EASTSIDE HOUSING AUTHORITY OFFICE, 901 E 13 TH AVE, CORSICANA, TEXAS
202		TRAVIS CENTER, 1009 W 13 TH AVE, CORSICANA, TEXAS
203		KERENS FEDERAL HOUSING AUTHORITY OFFICE, 106 MCCLUNG DR, KERENS, TEXAS
204		POWELL FIRE STATION, 201 CARR ST, POWELL, TEXAS
205	(\$25)	EUREKA UNITED METHODIST CHURCH, 8644 S US HWY 287, EUREKA, TEXAS
206		MILDRED HIGH SCHOOL, 5475 S US HWY 287, MILDRED, TEXAS
207	(\$25)	ROUND PRAIRIE BAPTIST CHURCH, FM 309 S, KERENS, TEXAS
208	(\$25)	BETHLEHEM BAPTIST CHURCH, 409 N 3 RD ST, CORSICANA, TEXAS
209		NAVARRO CO. COURTHOUSE, COMMISSIONER'S CONFERENCE ROOM, 300 W 3 RD AVE, CORSICANA, TEXAS
300	(\$40)	UNITED CHRISTIAN FELLOWSHIP BLDG 3301 W 7 ^H AVE, CORSICANA, TEXAS
301		LEE ACADEMY, 2200 W 4 TH AVE, CORSICANA, TEXAS
303	(\$35)	DAWSON VOLUNTEER FIRE DEPT., MAIN STREET, DAWSON, TEXAS
304		NAVARRO FIRE STATION, 150 N HARVARD FM 3243, NAVARRO, TEXAS
305	(\$15)	ANGUS CITY HALL, 6008 SOUTH IH 45, ANGUS, TEXAS
306		RETREAT CITY HALL, FM 709, RETREAT, TEXAS
307	(\$35)	RICHLAND CITY HALL, MAIN STREET, RICHLAND, TEXAS
308		WINKLER MASONIC LODGE, FM 416, WINKLER, TEXAS
400	(\$25)	YMCA GYM A, 400 OAKLAWN DR, CORSICANA, TEXAS
400A	(\$25)	YMCA GYM A, 400 OAKLAWN DR, CORSICANA, TEXAS
401		COLLINS MIDDLE SCHOOL, 1500 DOBBINS RD, CORSICANA, TEXAS
402	(\$75)	CORSICANA I.O.O.F. LODGE, 3330 W 2 ND AVE, CORSICANA, TEXAS
403	(\$25)	BLOOMING GROVE AMBULANCE & FIRE STATION, 101 S HINCKLEY, BLOOMING GROVE, TEXAS
404		FROST ISD BLDG., 208 NORTH WYRICK, FROST, TEXAS
405	(\$35)	PURDON BAPTIST CHURCH, FM 55, PURDON, TEXAS
406	(\$25)	PURSLEY FIRE STATION, FM 709, PURSLEY, TEXAS

COURT ORDER GOVERNING ALTERNATIVE PROCEDURES FOR PLAT REVISION

ORDER NO. 08-07-03

On the 27th day of August, 2007, the Commissioners Court of Navarro County, Texas met in regular session with the following members present and participating, to-wit:

- H.M. Davenport Jr., County Judge
- Kit Herrington, Commissioner Precinct 1
- Faith Holt, Commissioner Precinct 2
- William Baldwin, Commissioner Precinct 3
- James Olsen, Commissioner Precinct 4

During such session, the Court considered the adoption of an Order governing alternative procedures for Plat Revision.

WHEREAS, the Legislature of the State of Texas has in Section 232.0095 of the Local Government Code authorized a county to adopt the provisions in Sections 212.013, 212.014, 212.015 and 212.016 of the Local Government Code governing plat vacations, replatting, and plat amendments; and


WHEREAS, the Navarro County Commissioners Court finds that the adoption of the aforementioned sections will provide the citizens of the county an efficient manner in which plats may be vacated, replatted or amended; and

WHEREAS, in adopting the provisions in those sections, Navarro County may approve a plat vacation, a replat, and an amending plat in the same manner and under the same conditions, including the notice and hearing requirements, as a municipal authority responsible for approving plats under those sections;


NOW THEREFORE BE IT ORDERED BY THE NAVARRO COUNTY COMMISSIONERS COURT;

That sections 212.013, 212.014, 212.015, and 212.016 of the Local Government Code are hereby adopted.

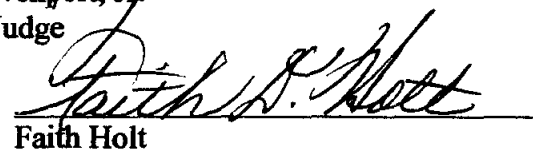
APPROVED AND ORDERED by Navarro County Commissioners Court on this the 27th day of August, 2007.



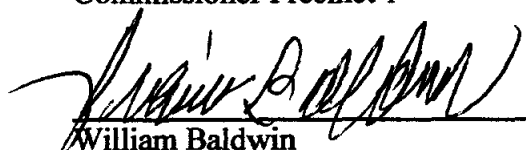
H.M. Davenport, Jr.
County Judge




Kit Herrington
Commissioner Precinct 1



Faith Holt
Commissioner Precinct 2

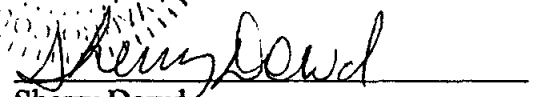


William Baldwin
Commissioner Precinct 3



James Olsen
Commissioner Precinct 4





Sherry Dowd
Navarro County Clerk

AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

Samson Lone Star, Builder of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County** as follows:

I. Samson Lone Star, is in the process of constructing a utility line in **Navarro County, Texas** and it is necessary to cross certain county road(s) SE 4100, SE 4060, SE 4120 located in precinct # 2, more fully described on the map attached hereto labeled Exhibit "A" and incorporated herein.

II. In consideration for **Navarro County** granting this permission through the issuance of a permit to lay a (pipeline, utility line, gas or sewer line) adjacent to or crossing said county roads above described in **Navarro County, Texas**, Samson Lone Star, the **Builder**, herein warrants, agrees and covenants that all crossings shall be constructed as follows:

All county road crossings shall be (bored) and the lines underneath such roads shall be cased or have upgraded wall thickness. The entrance and exit points of such utility lines shall be clearly marked by the **Builder** and utility line shall be placed at a depth no less than three feet underneath the County's bar ditches and road surfaces.

Product type: Natural gas

Is this a new site: yes

What is the transport route: From the Chappell #1 Well to the south across the intersection of SE 4100, SE 4060 and SE 4120

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

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

IV. The County of Navarro and Samson Lone Star, the **Builder** of this easement, hereby covenants and agree that for purposes of the work described in the above referenced paragraphs and according to the map attached hereto and incorporated herein, liquidated damages for the work herein described shall be One Thousand Dollars (\$1,000.00) per day, per violation, until such damages 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. It is further understood and agreed that each crossing, should there be more than one crossing encompassing this Agreement, shall be considered as a separate possible violation per this Agreement and for purposes of assessing damages

V. County hereby places Samson Lone Star, the **Builder**, on notice and **Builder** hereby acknowledges that in addition to such damages above stated, the **County** could assess a fine for failure of the **Builder** to obtain a permit requirement as set forth above, and such fine shall not exceed Five Hundred Dollars (\$500.00) per permit

VI. 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.

VII. 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

VIII. 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.

IX. 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.

X. If, as a result of a breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Agreement, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Agreement.

Builder:
Company Name: Samson Lone Star
Address: Two West Second St
Tulsa, OK 74103
Phone Number: 903-643-3771

Navarro County

Precinct #

300 W. 3rd Avenue, Suite 14
Corsicana, TX 75110
903-654-3030

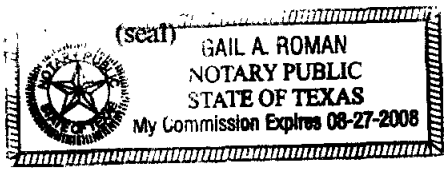
EXECUTED this 27 day of August, 2007.

[Signature]
County Judge

Sworn to and subscribed before me, the undersigned authority, on this

27th day of August, 2007

[Signature]
Notary Public, State of Texas



Gail A. Roman
Printed Name

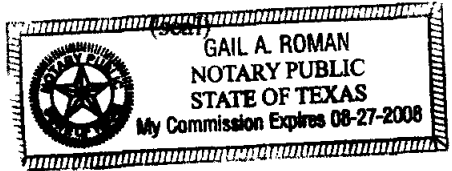
08-27-2008
Commission Expires

[Signature]
County Commissioner, Precinct # 2

Sworn to and subscribed before me, the undersigned authority, on this

27th day of August, 2007

[Signature]
Notary Public, State of Texas



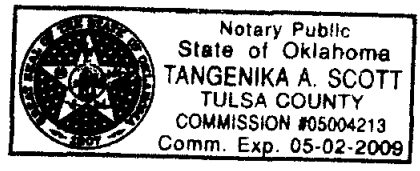
Gail A. Roman
Printed Name

08-27-2008
Commission Expires

[Signature]
Builder

Sworn to and subscribed before me, the undersigned authority, on this

15 day of August 2007



Tangenika A. Scott
Notary Public, State of ~~Texas~~ Oklahoma

Tangenika A. Scott
Printed Name

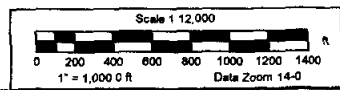
5/2/2009
Commission Expires



Exhibit "A"

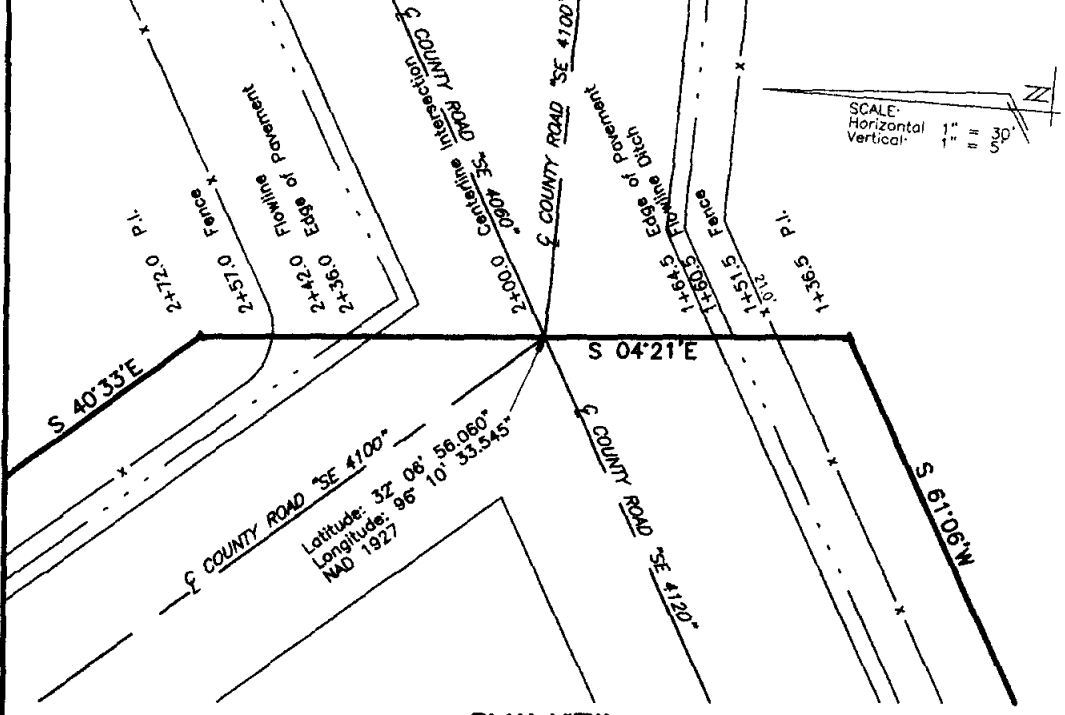
Approximately 1.75 miles from Hwy 309 at the intersection of SE 4100, SE 4120 and SE 4060

Proposed CR crossing with a 3" pipeline and a 2" pipeline

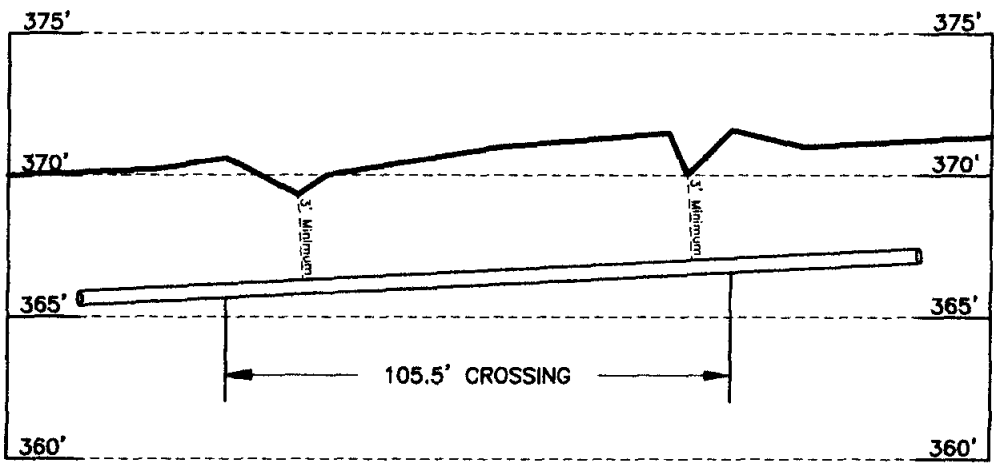


NAVARRO COUNTY TEXAS

PEDRO QUERO SURVEY, A - 669



PLAN VIEW



PROFILE VIEW

PLAT SHOWING:
**PROPOSED PIPELINE CROSSING COUNTY ROAD "SE 4060",
 COUNTY ROAD "SE 4100" AND COUNTY ROAD "SE 4120",
 LOCATED IN THE PEDRO QUERO SURVEY, A - 669,
 NAVARRO COUNTY, TEXAS**

Bearings are oriented to the Stat Plane Coordinate System, NAD 1927, Texas North Central Zone.
 Elevations are based on an assumed datum.

SURVEYING & MAPPING BY ARK-LA-TEX SURVEYING CO., INC. 305 W. Rusk Marshall, Tx. (903) 938-9939			PREPARED FOR: SAMSON LONE STAR		
Scale: 1" = 30'	Drawn By: KNG	Job No.: 26789			
Date: 08/15/07	Surveyed By: DWS	File No.: NV669-01B	CHAPPELL GU #1 PIPELINE		

AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

Samson Lone Star, Builder of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County as follows:

I. Samson Lone Star, is in the process of constructing a utility line in Navarro County, Texas and it is necessary to cross certain county road(s) SE 4090 located in precinct # 2, more fully described on the map attached hereto labeled Exhibit "A" and incorporated herein.

II. In consideration for Navarro County granting this permission through the issuance of a permit to lay a (pipeline, utility line, gas or sewer line) adjacent to or crossing said county roads above described in Navarro County, Texas, Samson Lone Star, the Builder, herein warrants, agrees and covenants that all crossings shall be constructed as follows:

All county road crossings shall be (bored) and the lines underneath such roads shall be cased or increase wall thickness. The entrance and exit points of such utility lines shall be clearly marked by the Builder and utility line shall be placed at a depth no less than three feet underneath the County's bar ditches and road surfaces.

Product type: Natural Gas

Is this a new site: yes

What is the transport route: From the Hamilton Estate #1 Well to the southeast across SE 4090 to the Rush Creek #1 Well

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

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

IV. The County of Navarro and Samson Lone Star, the Builder of this easement, hereby covenants and agree that for purposes of the work described in the above referenced paragraphs and according to the map attached hereto and incorporated herein, liquidated damages for the work herein described shall be One Thousand Dollars (\$1,000.00) per day, per violation, until such damages 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. It is further understood and agreed that each crossing, should there be more than one crossing encompassing this Agreement, shall be considered as a separate possible violation per this Agreement and for purposes of assessing damages.

V. County hereby places Samson Lone Star, the Builder, on notice and Builder hereby acknowledges that in addition to such damages above stated, the County could assess a fine for failure of the Builder to obtain a permit requirement as set forth above, and such fine shall not exceed Five Hundred Dollars (\$500.00) per permit.

VI. 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.

VII. 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

VIII. 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.

IX. 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.

X. If as a result of a breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Agreement, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Agreement.

Builder:
 Company Name: Samson Lone Star
 Address: Two West Second St
Tulsa, OK 74103
 Phone Number: 903-643-3791

Navarro County

Precinct #

300 W. 3rd. Avenue, Suite 14
Corsicana, TX 75110
903-654-3030

EXECUTED this 27 day of August, 2007.

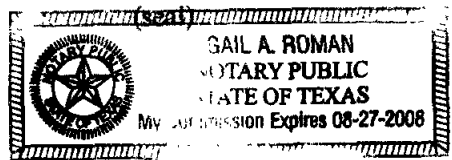
[Signature]
County Judge

Sworn to and subscribed before me, the undersigned authority, on this
27th day of August, 2007

Gail A. Roman
Notary Public, State of Texas

Gail A. Roman
Printed Name

08-27-2008
Commission Expires



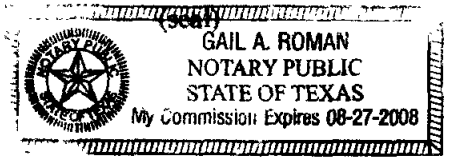
[Signature]
County Commissioner, Precinct # 2

Sworn to and subscribed before me, the undersigned authority, on this
27th day of August, 2007

Gail A. Roman
Notary Public, State of Texas

Gail A. Roman
Printed Name

08-27-2008
Commission Expires



John Young
Builder

Sworn to and subscribed before me, the undersigned authority, on this

15 day of August 2007

Tangenika A. Scott
Notary Public, State of ~~Texas~~ Oklahoma

Tangenika A. Scott
Printed Name

5/2/2009
Commission Expires

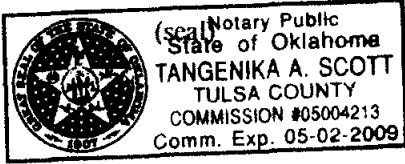




Exhibit "A"



F-M 3096

SE CR 4090

SE CR 4090

SE CR 4090

SE CR 4090

SE CR 4090

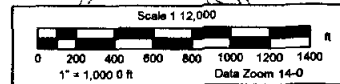
CR 4090

Approximately 1.6 miles south of FM 3096
Crossing SE 4090

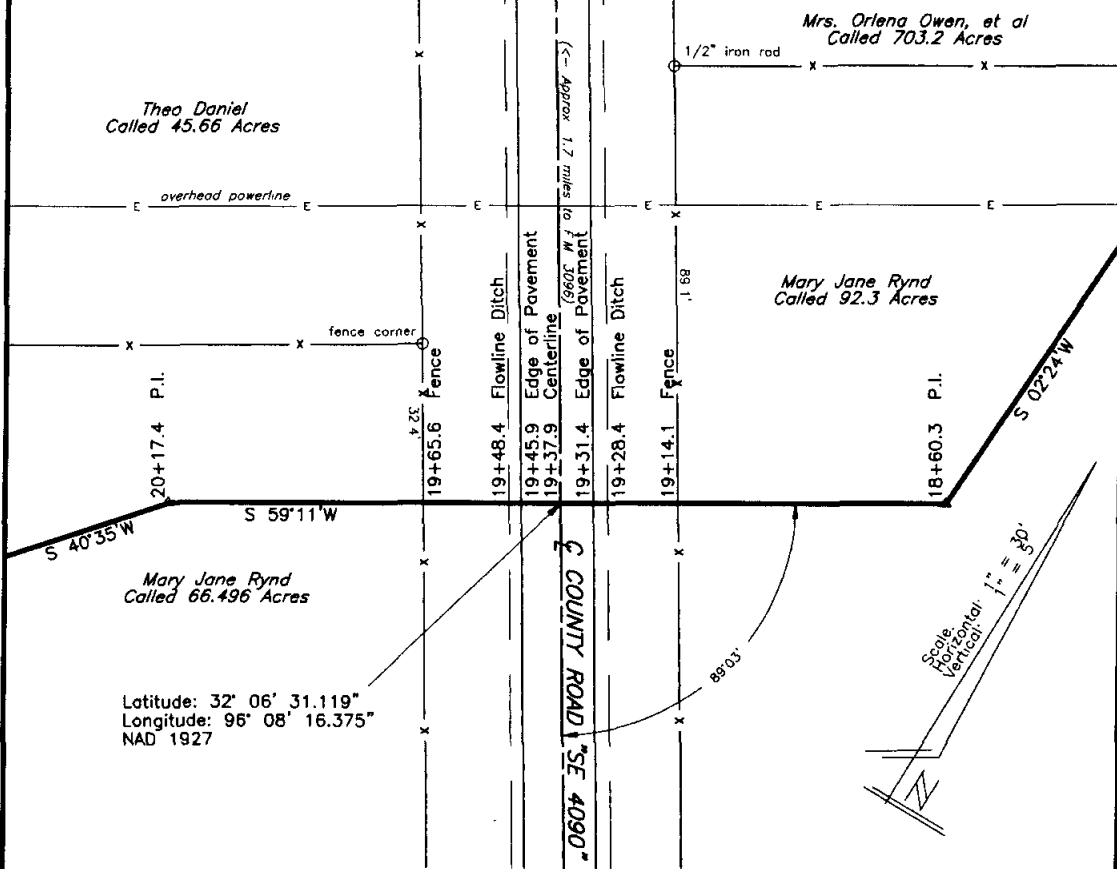
Proposed Pipeline Crossing

4" Pipeline / 8" Pipeline

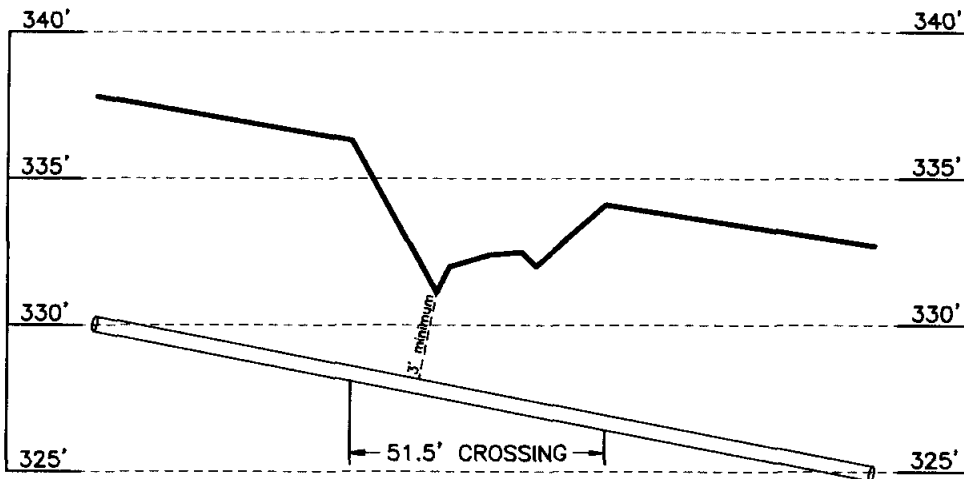
CR 4090



NAVARRO COUNTY, TEXAS WILLIAM H. OTTOWELL SURVEY, A - 631



PLAN VIEW



PROFILE VIEW

PLAT SHOWING:
PROPOSED PIPELINE CROSSING COUNTY ROAD "SE 4090"
LOCATED IN THE WILLIAM H. OTTOWELL SURVEY, A - 631
NAVARRO COUNTY, TEXAS

Bearings are oriented to the Stat Plane Coordinate System, NAD 1983, Texas North Central Zone.
 Elevations are based on an assumed datum.

SURVEYING & MAPPING BY			PREPARED FOR:		
ARK-LA-TEX SURVEYING CO., INC.			SAMSON LONE STAR		
305 W. Rusk	Marshall, Tx.	(903) 938-9939			
Scale: 1" = 30'	Drawn By: KNG	Job No.: 26767			
Date: 06/14/07	Surveyed By: DWS	File No.: NV333-01A7			
			HAMILTON ESTATE #1 PIPELINE		

AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

Samson Lone Star, Builder of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County as follows

I. Samson Lone Star, is in the process of constructing a utility line in Navarro County, Texas and it is necessary to cross certain county road(s) SE 4060 located in precinct # 2, more fully described on the map attached hereto labeled Exhibit "A" and incorporated herein

II. In consideration for Navarro County granting this permission through the issuance of a permit to lay a (pipeline, utility line, gas or sewer line) adjacent to or crossing said county roads above described in Navarro County, Texas, Samson Lone Star, the Builder, herein warrants, agrees and covenants that all crossings shall be constructed as follows:

All county road crossings shall be (bored) and the lines underneath such roads shall be cased or increased wall thickness. The entrance and exit points of such utility lines shall be clearly marked by the Builder and utility line shall be placed at a depth no less than one foot underneath the County's bar ditches and road surfaces.

Product type: Water

Is this a new site. yes

What is the transport route. From the Chappell #1 Well location to the northeast across SE 4060.

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

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

IV. The County of Navarro and Samson Lone Star, the Builder of this easement, hereby covenants and agree that for purposes of the work described in the above referenced paragraphs and according to the map attached hereto and incorporated herein, liquidated damages for the work herein described shall be One Thousand Dollars (\$1,000.00) per day, per violation, until such damages 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. It is further understood and agreed that each crossing, should there be more than one crossing encompassing this Agreement, shall be considered as a separate possible violation per this Agreement and for purposes of assessing damages.

V. County hereby places Samson Lone Star, the Builder, on notice and Builder hereby acknowledges that in addition to such damages above stated, the County could assess a fine for failure of the Builder to obtain a permit requirement as set forth above, and such fine shall not exceed Five Hundred Dollars (\$500.00) per permit.

VI. 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.

VII. 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

VIII. 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.

IX. 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.

X. If, as a result of a breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Agreement, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Agreement

Builder:
Company Name: Samson Lone Star
Address: Two West Second St
Tulsa, OK 74103
Phone Number: 903-643-3791

Navarro County

Precinct # ~~_____~~

300 W. 3rd. Avenue, Suite 14
Corsicana, TX 75110
903-654-3030

EXECUTED this 27 day of August, 2007.

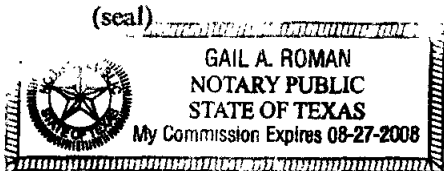
[Signature]
County Judge

Sworn to and subscribed before me, the undersigned authority, on this
27th day of August, 2007

Gail A. Roman
Notary Public, State of Texas

Gail A. Roman
Printed Name

08-27-2008
Commission Expires



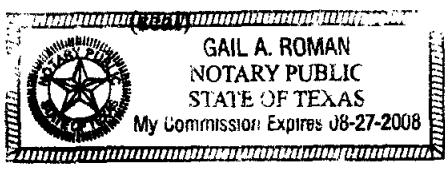
[Signature]
County Commissioner, Precinct # 2

Sworn to and subscribed before me, the undersigned authority, on this
27th day of August, 2007

Gail A. Roman
Notary Public, State of Texas

Gail A. Roman
Printed Name

08-27-2008
Commission Expires



John Young
Builder

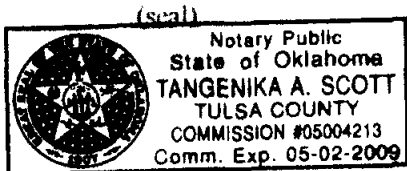
Sworn to and subscribed before me, the undersigned authority, on this

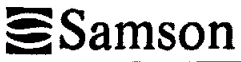
15 day of August 2007

Tangenika A. Scott
Notary Public, State of ~~Texas~~ Oklahoma

Tangenika A. Scott
Printed Name

5/2/2009
Commission Expires





Rush Creek

Rush Creek

Rush Creek

Rush Creek



Take SE 4100 approximately 1.75 miles from Hwy 309
turn left on SE 4060 for approximately 4900'

Fas Line Crossing

4,896.1 ft

4,896.1 ft E CR 4100

CR 4112

SE 4112

CR 4111

SE 4100

CR 4110

CR 4110

4,896.1 ft E CR 4100

