

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY, 22ND DAY OF OCTOBER, 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 JUDGE DAVENPORT
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- RON WILLIAMS-CITY BOND ELECTION IS TO REPAIR ROANE ROAD HE SUGGEST TO THE COMMISSIONERS THEY NEED TO HELP PAY FOR REPAIRS SINCE IT IS A COUNTY ROAD

**CONSENT AGENDA**

- ITEMS 5-6 MOTION TO APPROVE CONSENT AGENDA BY HOLT SEC BY BALDWIN  
ALL VOTED AYE
5. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF OCTOBER 5, 2007, OCTOBER 9 2007, & OCTOBER 12, 2007
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE COUNTY AUDITOR

**REGULAR AGENDA ITEMS**

7. MOTION TO TABLE EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.071 TO DISCUSS PENDING/ANTICIPATED LITIGATION BY JUDGE DAVENPORT SEC BY HOLT  
ALL VOTED AYE
8. MOTION TO APPROVE EASEMENT TO CROSS SE 3170 IN PRECINCT #2 BY TRIANGLE SERVICES WITH A GAS PIPELINE BY HOLT SEC BY JUDGE DAVENPORT **TO WIT PG 308-327**  
ALL VOTED AYE

9. MOTION TO APPROVE EASEMENT TO CROSS SE 3040 IN PRECINCT #2 BY TRIANGLE SERVICES WITH A GAS PIPELINE BY HOLT SEC BY HERRINGTON **TO WIT PG 328-341**  
ALL VOTED AYE
  
10. MOTION TO APPROVE RESOLUTION AUTHORIZING COUNTY GRANT-TEXAS DEPARTMENT OF AGRICULTURE HOME DELIVERED MEAL GRANT PROGRAM BY OLSEN SEC BY BALDWIN **TO WIT PG 342**  
ALL VOTED AYE
  
11. MOTION TO APPROVE DECLARING 4 PRINTERS FROM TAX ASSESSOR COLLECTORS OFFICE AS SALVAGE. THESE PRINTERS WILL BE DONATED TO VOICE, A NON PROFIT ORGANIZATION BY HOLT SEC BY HERRINGTON  
ALL VOTED AYE
  
12. MOTION TO APPROVE COUNTY ROAD INVENTORY BY CLARIFYING COUNTY ROAD MILEAGE WITH TX DOT AND DO INVENTORY OF ROADS BY HERRINGTON SEC BY OLSEN  
ALL VOTED AYE
  
13. MOTION TO APPROVE REPLAT OF LOT 46 OF MATTIE CASTON SHORES PHASE III BY OLSEN SEC BY HOLT  
ALL VOTED AYE
  
14. MOTION TO APPROVE CONTRACT FROM ELECTIONS SYSTEMS & SOFTWARE FOR ELECTION SERVICES BY BALDWIN SEC BY HERRINGTON **TO WIT PG 343-348**  
ALL VOTED AYE
  
15. MOTION TO NOMINATE THE APPOINTMENT OF DAVID COLEY TO THE NAVARRO CENTRAL APPRAISAL DISTRICT BOARD BY OLSEN SEC BY HERRINGTON  
ALL VOTED AYE
  
16. MOTION TO APPROVE SERVICE AGREEMENT BETWEEN NAVARRO COUNTY-NORTH TEXAS HIDTA AND NETLN.COM FOR INTERNET SERVICE BY HERRINGTON SEC BY BALDWIN **TO WIT PG 349-351**  
ALL VOTED AYE
  
17. MOTION TO APPROVE WORKER'S COMPENSATION POLICY AS WRITTEN BY HERRINGTON SEC BY OLSEN **TO WIT PG 352**  
ALL VOTED AYE

- 18. MOTION TO APPROVE CHANGING MEETING DATE OF NOVEMBER 12, 2007 TO NOVEMBER 9<sup>TH</sup> 2007 @ 3:00 P.M. BECAUSE OF VETERANS DAY HOLIDAY BY HOLT SEC BY OLSEN  
ALL VOTED AYE
- 19. CONSIDERATION OF HIRING A COUNTY ENGINEER  
NO ACTION TAKEN
- 20. MOTION TO ADJOURN BY HOLT SEC BY BALDWIN  
ALL VOTED AYE

THESE MINUTES ARE HEREBY APPROVED THIS 9 DAY OF NOVEMBER 2007.

JUDGE HM DAVENPORT [Signature]

COMR.PCT.1 KIT HERRINGTON [Signature]

COMR.PCT.2 FAITH HOLT [Signature]

COMR.PCT.3 WILLIAM BALDWIN [Signature]

COMR.PCT.4 JAMES OLSEN [Signature]

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR OCTOBER 22, 2007

SIGNED 9 DAY OF NOVEMBER 2007

[Signature]  
SHERRY DOWD, COUNTY CLERK





**NAVARRO COUNTY COMMISSIONERS' OFFICE**

**Kit Herrington** - Precinct 1  
**Faith Holt** - Precinct 2  
**William Baldwin** - Precinct 3  
**James Olsen** - Precinct 4

300 West Third Avenue, Suite 14  
Corsicana, TX 75110-4672

**Gail Roman**  
Administrative Coordinator

Phone: (903) 654-3030

Fax: (903) 874-6053

Thursday, January 10, 2008

Sherry Dowd,  
Navarro County Clerk  
300 West 3<sup>rd</sup> Avenue  
Corsicana, TX 75110

Dear Sherry,

On about October 22, 2007, Triangle Services representative Freda Triggs asked for an easement from the county to cross county road SE03170. This easement was approved with the agreement that after receiving the road bond from her company for the damages to road, the easement would be signed. Ms. Triggs agreed.

As of the above stated date, we (County) have not heard anything from Ms. Triggs nor received a road bond.

As agreed in Commissioner's Court, the easement would be signed after receiving the road bond.

Respectfully,

Faith Holt  
Navarro County Commissioner Pct. 2

AGREEMENT FOR EASEMENT  
ADJACENT TO OR CROSSING COUNTY ROADS

Do not have  
orig. as of  
11-7-07

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

**COPY**

Triangle Services, LLC, **Builder** of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County** as follows:

I. Triangle Services, LLC, is in the process of constructing a utility line in **Navarro County, Texas** and it is necessary to cross certain county road(s) SE CR 3170 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 seer line) adjacent to or crossing said county roads above described in Navarro County, Texas. Triangle Services, LLC, the **Builder**, herein warrants, agrees and covenants that all crossings shall be constructed as follows:

All county road crossing shall be bored, and lines underneath such roads shall be cased or \_\_\_\_\_ 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 of no less than 6 (six) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Product type: Gas Pipeline

Is this a new site. Yes

What is the transport route (beginning and end): Enter on North boundary of SE CR 3170, boring at least six (6) feet beneath lowest part of said ROW and exit at the South boundary line of said ROW.

**SEE ATTACHMENT "A" 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 Triangle Services, LLC, 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 Triangle Services, LLC, 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.

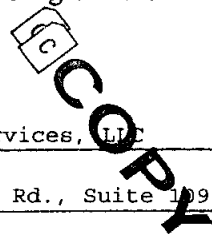
**Builder:**

**Company Name:** Triangle Services, LLC

**Address:** 719 Sawdust Rd., Suite 109

The Woodlands, TX 77380

**Phone Number:** 281-367-9199



Navarro County

Precinct # \_\_\_\_\_

300 West 3<sup>rd</sup>. Avenue, Suite 1  
Corsicana, TX 75110  
903-654-3030

**COPY**

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
County Judge

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

\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
Notary Public, State of Texas

(seal)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commission Expires

**COPY**

\_\_\_\_\_  
County Commissioner, Precinct # \_\_\_\_\_

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

\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
Notary Public, State of Texas

(seal)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commission Expires

**COPY**

Frederic J. Lewis, Director  
Builder Triangle Services, LLC by its duly

authorized official.

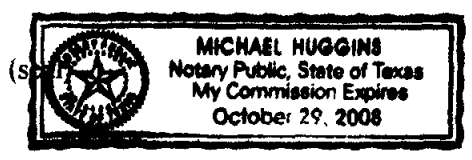
Sworn to and subscribed before me, the undersigned authority, on this

12 day of October, 2007

Michael Huggins  
Notary Public, State of Texas

Michael Huggins  
Printed Name

10/29/2008  
Commission Expires



**COPY**



**ATTACHMENT "A"**  
**TO**  
**AGREEMENT FOR EASEMENT**  
**ADJACENT TO OR CROSSING COUNTY ROADS**

**If this easement is for a petroleum pipeline, you must submit the following information:**

1. Diagram indicating the gathering system, including:
  - a. location of any easements with width dimensions
  - b. details of the production pipeline (line diameter, PSI rating, burial depth, signage)
2. Plat/map of pipeline showing beginning and ending points.
3. Indicate product type
4. An identifying sign shall be placed at each point where a flow line or gathering line crosses a public road
5. Persons to notify in case of emergency

Four (4) inch diameter pipe.

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2000 lbs MAOP - 1000 lbs operating.

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Burial depth 6 feet below the lowest part of bar ditch and road surface.

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Signs will be placed at each end of crossing.

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Emergency Contact: Mike Dubuisson (877)874-7610 & (281)787-9575

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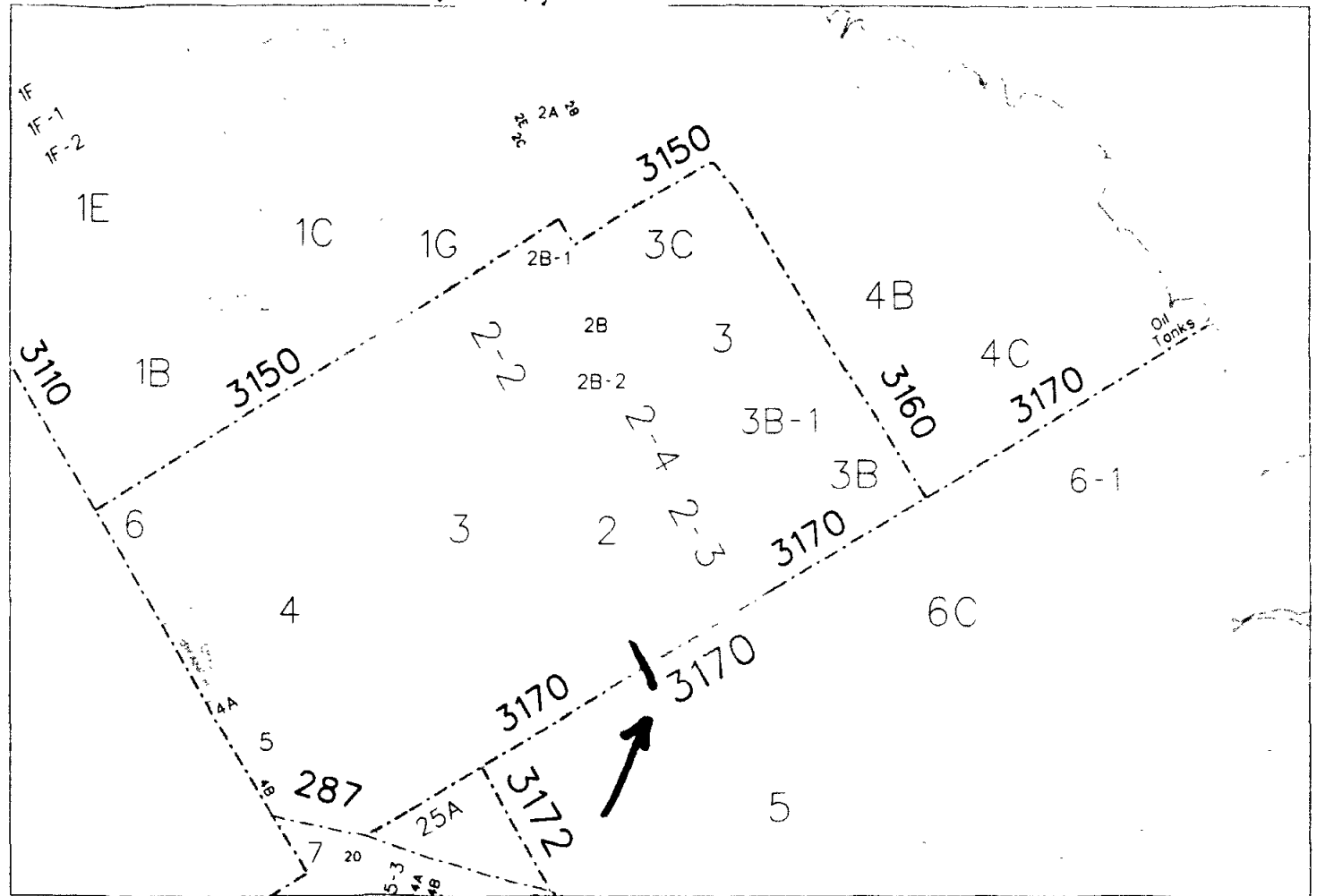
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Red arrow points to line  
indicating bore under  
SE CR 3170.



C:\DGN\139 dgn 4/20/2007 9:47:00 AM

281-497-1122

**TRIANGLE SERVICES, LLC**  
**719 Sawdust Road, Suite 109**  
The Woodlands, Texas 77380  
281-367-9199, fax 281-298-6925

June 28, 2007

Mr. Marcus Smith  
Texas Land & Lakes, Ltd.  
24632 State Highway 64E  
Canton, Texas 75103

Re: Triangle Services Pipelines  
The Shores on Richland Chambers Lake  
Navarro County, Texas

Dear Mr. Smith:

In connection with the proposed execution of two Amendment and Restatement of Right of Way Contracts (the "Contracts") by and between Triangle Services, LLC ("Triangle") and Texas Land & Lakes, Ltd. ("TL&L"), Triangle and TL&L hereby agree to the following allocation of pipeline construction and related costs covering new pipeline construction including that portion of a pipeline system (the "Replacement Pipeline") to be constructed in The Shores on Richland Chambers Lake ("The Shores"). The Replacement Pipeline is to be situated in Phase 1 and Phase 5 of The Shores lying south of US Highway 287 and Spur Road 294, as depicted in the attached plat.

Pursuant to the terms of the Contracts, Triangle agrees to abandon-in-place the majority of its pipeline system in The Shores in favor of utilizing a new route more suitable to the surface development plans of TL&L and The Shores residents. In consideration of the mutual benefits to be gained by all parties in relocating said pipeline, both Triangle and TL&L agree as follows:

(a) TL&L will survey and flag (at no less than 50-foot intervals) the centerline for the Replacement Pipeline, and will measure its total length. In a like manner, TL&L will also survey and flag the centerline for the pipeline easement located on The Shores which is situated north of Highway 287 and Spur Road 294. Within 72 hours of the completion of the survey, Triangle agrees to notify TL&L that it has confirmed the survey and that it is adequately marked. The easement to be granted to Triangle for the Replacement Pipeline shall be twenty (20) feet in width with a temporary construction easement of up to an additional twenty (20) feet. No trees may be destroyed or removed within the 20' temporary construction easement for any reason. No trees may be removed or destroyed for any reason on any Tract that is not currently owned by TL&L and Triangle shall place the line in the ground without destroying the existing trees on third party Tracts.

(b) TL&L will use its best efforts to secure Ratifications of the Contracts from those Lot Owners in The Shores upon whose surface estate the Replacement Pipeline is to be located [Tracts 136, 137, 154, 155, 170, 217, 247, 248, and 296]. Triangle has previously provided TL&L with a Ratification document to be used, and such Ratification is attached

hereto as Exhibit A and incorporated herein by reference. In the event a Ratification is not procured from the Lot Owners, TL&L agrees to indemnify Triangle against any lawsuits against Triangle arising out of the placement of the Replacement Pipeline from the "unsigned" Lot Owners who for any reason have failed to execute the Ratification. Triangle agrees to be responsible itself for securing any approvals from the Tarrant Regional Water District and any other County, City, and/or other governmental and regulatory authorities in regard to the placement of the Replacement Pipeline.

(c) Upon the full execution of the two aforementioned Contracts, Triangle will diligently proceed with the scheduling and construction of its pipelines in The Shores. The pipeline system to be constructed by Triangle situated to the north of Highway 287 and Spur Road 294 (the "North System") will be constructed first and will be paid for entirely by Triangle with no contribution from TL&L whatsoever. The North System shall be constructed prior to any work to be commenced on the Replacement Pipeline. After construction is complete on the North System, Triangle shall execute and file in the Real Property Records of Navarro County, Texas a complete abandonment of the blanket easement where the North System is located and execute and record an Amendment to the Easement with a legal description that describes the North System by metes and bounds. This Amended Easement shall be approved in writing by TL&L.

(d) All costs for pipeline construction and clearing for the easement south of Highway 287 and Spur Road 294 shall be shared equally by Triangle and TL&L (i.e. 50% to Triangle and 50% to TL&L). The Replacement Pipeline is estimated to be 3,800 feet in length (footage to be adjusted by actual survey if less than 3,800 feet) at a gross cost of \$25.00 per foot totaling \$95,000.00, but in no event shall TL&L be responsible for payment over \$47,500.00; however if the survey shows less than 3,800 feet then the payment shall be reduced accordingly and in no way will such payment from TL&L be adjusted upward or higher than \$47,500.00, hereinafter referred to as "TL&L Payment". All pipelines will be buried at a minimum depth of forty-two (42") inches beneath the surface and shall be at least 60" below the surface of any roadway.

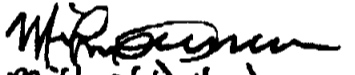
(e) Prior to completing construction of the North System, Triangle will notify TL&L seven (7) days in advance of the date Triangle intends to commence construction of the Replacement Pipeline. Triangle agrees to provide all bids to TL&L for review and approval. After TL&L receives the written notification from Triangle and the bid is accepted by TL&L, TL&L shall remit one-third (1/3) of the TL&L Payment (up to \$15,833.33) in certified funds or wire transfer to Triangle or its contractor prior to the commencement date, after which time Triangle or its contractor will proceed with construction and complete the Replacement Pipeline in a diligent and workmanlike manner. Triangle or its contractor shall provide progress reports on the construction to TL&L, and TL&L shall have the right to inspect the Replacement Pipeline to ensure that such line is being buried at the proper depths and to monitor construction progress. TL&L shall have no ability to control the work or to provide any material or tools for the work. Once the construction progress exceeds 1/3 completion, then TL&L shall pay the second 1/3 TL&L Payment in certified funds or wire transfer to Triangle or its contractor. Once the Replacement Pipeline construction is completed and accepted, TL&L shall remit the final 1/3 TL&L Payment to Triangle in certified funds or wire transfer upon written notification of completion. After construction is complete on the Replacement Pipeline, Triangle shall execute and file in the Real Property Records of Navarro County, Texas a complete abandonment of the blanket easement covering the southern portion of The Shores and where the new Replacement Pipeline is to be located by metes and bounds, and execute and record an Amended Easement with a

metes and bounds legal description that describes the location of the Replacement Pipeline. This Amended Easement for the Replacement Pipeline shall be approved in writing by TL&L.

(f) Triangle will have three (3) months to complete construction and vacate the temporary construction easement for both the North System and the Replacement Pipeline from the execution date of the two Amendment and Restatement of Right of Way Contracts. In the event that Triangle fails to complete the project in the above mentioned time, all easements for Triangle will be vacated. TL&L will cooperate with Triangle in the event of any natural disasters or acts of God that may hamper construction.

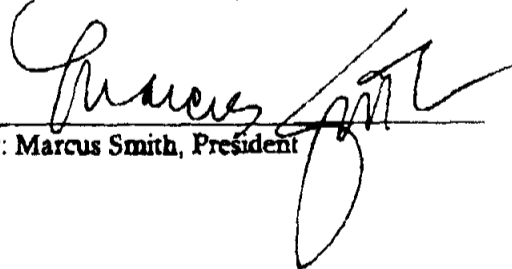
If the above represents your understanding of our agreement please so indicate by affixing your signature in the space provided and return one executed copy of this letter to my attention at the address above.

Sincerely,

  
Michael Dubvickson  
~~Bruce P. Berlin, Manager~~  
Triangle Services, LLC

Accepted and approved this 28th day of June, 2007.

TEXAS LAND & LAKES, LTD., a Texas Limited Partnership  
By and through its General Partner,  
TEXAS LAND & LAKES, INC.

  
By: Marcus Smith, President

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**AMENDMENT AND RESTATEMENT OF RIGHT OF WAY AFFECTING THE SHORES ON RICHLAND CHAMBERS LAKE**

COUNTY OF NAVARRO                    §  
STATE OF TEXAS                       §        **KNOW ALL MEN BY THESE PRESENTS:**  
  §

**GRANTOR:**                    **TEXAS LAND & LAKES, LTD.**  
  24632 State Highway 64 East  
  Canton, Van Zandt, County, Texas 75104

**GRANTEE:**                    **TRIANGLE SERVICES, LLC**  
  19 Sawdust Road, Suite 109  
  The Woodlands, Montgomery County, Texas 77380

THAT, WHEREAS on October 21, 1953, I.T. Kent and wife Avie Kent, as Grantor, executed and delivered to Humble Pipeline Company, as Grantee, that certain Right of Way Contract recorded in Volume 560, Page 167 of the Deed Records of Navarro County, Texas; and,

WHEREAS, on November 3, 1953, I.T. Kent and wife Avie Kent, as Grantor, executed and delivered to Humble Pipeline Company, as Grantee, that certain Right of Way Contract recorded in Volume 560, Page 169 of the Deed Records of Navarro County, Texas (said two Right of Way Contracts hereinafter collectively referred to as "the Right of Way Contracts"); and,

WHEREAS, the Right of Way Contracts affect the following described lands located in Navarro County, Texas, to wit:

Tract 1: 628.0 acres, more or less, in the Robert Caradine Survey, A-139, and being more particularly described in that certain Deed dated December 6, 1932, from G.C. Kent, Trustee to I.T. Kent as recorded in Volume 354, Page 500 of the Deed Records of Navarro County, Texas.

Tract 2: 671.14 acres, more or less, in the Robert Caradine Survey, A-139, and being more particularly described in that certain Deed dated October 29, 1924, from Southwest National Bank of Dallas to I.T. Kent and wife, Avie Kent as recorded in Volume 287, Page 529 of the Deed Records of Navarro County, Texas; and,

WHEREAS, the specific location of the granted pipeline right of way within the subject land was not stated in said Right of Way Contracts and a blanket easement was created, and Grantee was given the right therein, among other rights, the right "to lay, maintain, operate, replace, change and remove a pipeline for the

transportation of oil, gas, and water and their products ...," and Grantee did, in fact, lay a four (4) inch pipeline; and,

WHEREAS, the Right of Way Contracts further provided that Grantee "may at any time lay an additional line or lines of pipe alongside of the line or lines herein mentioned..." and Grantee has not, to date, exercised this right; and,

WHEREAS, all rights created in favor of the Grantee in the Right of Way Contracts, as well as the four (4) inch pipeline placed and operated upon the above described right of way by the Grantee have been sold, assigned and/or transferred and are now owned and operated by TRIANGLE SERVICES, LLC, a Texas Limited Liability Corporation (hereinafter referred to as "TRIANGLE") whose address is 719 Sawdust Road, Suite 109, The Woodlands, Texas 77380, the Grantee in this Amendment and Restatement; and,

WHEREAS, the fee simple title to portions of the surface of the subject Robert Caradine Survey, A-139, (insofar and only as pertains to those lands subject to this Agreement) and is now comprising a development known as "The Shores on Richland Chambers Lake", Phases 1, 2, 3, 4, 5, 6, 7 and 8, depicted by recorded Plats as prepared by Warren Surveying, Inc. and Engineering Concepts & Design, L.P., true and correct copies of which Plats have been recorded in the Map and Plat Records of Navarro County at the following Volume and Page:

Phase 1: Volume 7, Page 307-320

Phase 2: Volume 7, Page 343-344

Phase 3: Volume 7, Page 346-346

Phase 4: Volume 7, Page 341

Phase 5: Volume 7, Page 397

Phase 6: Volume 7, Page 395-396

Phase 7: Volume 7, Page 399-400

Phase 8: Volume 8, Page 1-2

(hereinafter such Plats and the property contained within the Plats shall be referred to collectively as "The Shores") Grantor, TEXAS LAND & LAKES, LTD., (hereinafter referred to as "TL&L" or Grantor), is the developer of The Shores. TL&L purchased and owned all of the Property described in deed from Harry D. Nicholson et ux to TL&L recorded at Volume 1770, Page 584, Official Real Property Records of Navarro County, Texas, which is now The Shores development; and,

NOW THEREFORE, in consideration of the mutual promises, premises and the further consideration of the payment of Ten Dollars (\$10.00) and other value paid by the parties hereto, the receipt and sufficiency of such consideration being hereby acknowledged, said parties hereby agree as follows:

(1) TRIANGLE as the successor interest to the original Grantee (Humble Pipeline Company) under the Right of Way Contracts hereby ABANDONS and RELEASES the blanket easements as stated in the Right of Way Contracts recorded at Volume 560, Page 167 of the Official Real Property Records of Navarro County, Texas and Volume 560, Page 169 of the Official Real Property Records of Navarro County, Texas (insofar as pertains to lands within The Shores)

(2) TRIANGLE and TL&L hereby agree and provide a specific location and width of the easements granted in the Right of Way Contracts and hereby create such easement and right of way to replace the blanket easements herein released and abandoned with such locations as described on Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference for all purposes.

(3) Insofar as it affects and covers lands within The Shores development, it is understood and agreed that the following provision is hereby revoked and deleted from the aforementioned Right of Way Contract recorded in Volume 560, Page 167 of the Deed Records of Navarro County, Texas, to wit: "It is further understood and agreed that HUMBLE PIPELINE COMPANY, its successors and assigns, may at any time lay an additional line or lines of pipe alongside of the line or lines herein mentioned, as herein provided, upon the payment of a consideration of Two hundred seventy-nine and No/100 Dollars (\$279.00) for each additional line when laid; and subject to the same rights and conditions."

(4) Insofar as it affects and covers lands within The Shores development, it is understood and agreed that the following provision is hereby revoked and deleted from the aforementioned Right of Way Contract recorded in Volume 560, Page 169 of the Deed Records of Navarro County, Texas, to wit: "It is further understood and agreed that HUMBLE PIPELINE COMPANY, its successors and assigns, may at any time lay an additional line or lines of pipe alongside of the line or lines herein mentioned, as herein provided, upon the payment of a consideration of Forty Four and No/100 Dollars (\$44.00) for each additional line when laid, and subject to the same rights and conditions."

Nothing in this agreement shall in any way affect or change the terms of the Right of Way Contracts above referenced as same pertains to land outside of The Shores. As herein Amended, Modified and Restated, TL&L confirms and ratifies the two aforementioned Right of Way Contracts, as recorded in Volume 560, Page 167 and recorded in Volume 560, Page 169 of the Deed Records of Navarro County, Texas, and does by these presents grant to TRIANGLE a specific and dedicated right of way as described on Exhibit A and Exhibit B to replace the blanket right of way as



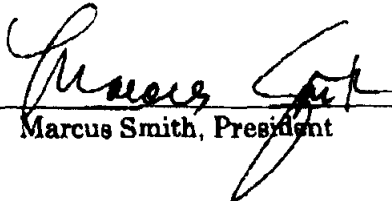
described in the Right of Way Contracts, to become the new right of way as herein amended, modified and restated pursuant to this Agreement.

Nothing in this Agreement is meant or designed to convey fee simple title to any lands within The Shores development to TRIANGLE and is merely establishing a specific location for a pipeline right of way and nothing more.

This agreement is effective as of May 8, 2007, and may be executed in multiple counterparts. This agreement shall be binding upon the parties executing same without reference to the execution or delivery of same by any of the other named parties. For recording purposes, the signature and acknowledgement pages of this instrument may be combined from any of the multiple counterparts that are executed.

EXECUTED on this the 16<sup>th</sup> day of July 2007,

TEXAS LAND & LAKES, LTD., a Texas Limited Partnership  
By and through its General Partner  
TEXAS LAND & LAKES, INC.

By:   
\_\_\_\_\_  
Marcus Smith, President

TRIANGLE SERVICES, LLC, a Texas Limited Liability Corporation

By:   
\_\_\_\_\_  
Brent Taber, President

**ACKNOWLEDGMENTS**

STATE OF TEXAS                   §  
  §  
COUNTY OF VAN ZANDT       §

This instrument was acknowledged before me on the 28<sup>th</sup> day of June, 2007, by Marcus Smith, President of Texas Land and Lakes, Inc., a Texas corporation, acting as General Partner for Texas Land and Lakes, Ltd., a Texas Limited Partnership, who signed the same as his free act and deed for the purposes and consideration therein expressed and on behalf of said corporation.

My Commission Expires: December 9, 2008

*Emily Foster*  
\_\_\_\_\_  
Notary Public in and for the State of Texas

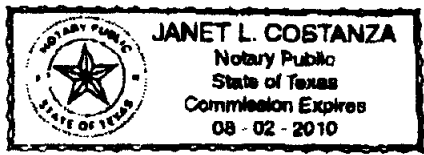


STATE OF TEXAS                   §  
  §  
COUNTY OF MONTGOMERY     §

This instrument was acknowledged before me on the 11<sup>th</sup> day of July, 2007, by Brent Taber, President of Triangle Services, LLC, a Texas limited liability corporation, on behalf of said corporation.

My Commission Expires: 8-2-2010

*Janet L. Costanza*  
\_\_\_\_\_  
Notary Public in and for the State of Texas



**EXHIBIT "A"**

Attached to and made a part of that certain Amendment and Restatement of Right-of-Way Contract dated \_\_\_\_\_ by and between Triangle Services, LLC and Texas Land and Lakes, Ltd.

**FIELD NOTES FOR REPLACEMENT EASEMENT  
TO BE ATTACHED HERETO FROM WILLIE WARREN**

**EXHIBIT "B"**

**A PLAT OF THE SHORES DEPICTING PIPELINE CENTERLINE  
As described above**

5

**NOTICE OF CONFIDENTIALITY: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**PIPELINE EASEMENT**

STATE OF TEXAS           §  
  §                   KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF NAVARRO   §

THAT Stuart Springer and Donna Springer, whose mailing address is 512 S. E. County Road 3150, Corsicana, TX 75109 hereinafter called "Grantor" (whether one or more) for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby GRANT and CONVEY only unto Triangle Services, LLC, a Texas Limited Liability Company, whose address is 719 Sawdust Rd., Ste. 109, The Woodlands, Texas 77380 (hereinafter called "Grantee"), its successors or assigns, an exclusive easement twenty feet (20') in width beginning at property's edge unless otherwise noted for the purpose of laying, constructing, maintaining, operating, inspecting, renewing, substituting, altering, changing, repairing, removing and replacing one pipeline, not to exceed eight inches (8") in diameter, (and appurtenances thereof, including but not limited to communications and electrical cables buried in the permanent right-of-way and corrosion control equipment) for the transportation of liquids, gases, solids or mixtures thereof, said easement being through the lands of Grantor situated in Navarro County, Texas, which easement is upon a strip of land lying depicted on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD said easement unto said Grantee, its successors and assigns, together with the right of ingress and egress from said premises across the adjacent lands of the Grantor for the exercise of the rights herein granted.

It is further agreed as follows:

- 1. Grantee agrees to execute this agreement with the understanding that consideration is to be paid to Grantor only upon commencement of construction of said pipeline, but in no event shall construction commence prior to consideration being paid.

Grantor reserves the right to dissolve this agreement prior to all considerations being paid in full for said construction of pipeline without liability.

2. During initial construction of the pipeline the Grantee may utilize an additional strip of land not more than a total of fifty feet (50') in width, along the twenty feet (20') wide permanent easement strip. Grantee may also utilize additional temporary working space at locations where installation, maintenance, operations, etc. may require, such as road and canal crossings. See # 4 (extra consideration)

3. Grantee agrees to bury said pipeline to a minimum of three feet (3') measured from the top of the pipe to the level of the ground, and three feet (3') measured from the top of pipe to the bottom of the ditches, laterals or canals as the case may be.

4. The extra consideration paid herein is for an exclusive easement described herein and damages that may occur while constructing the pipeline including any damages to Grantor's growing crops, livestock, grasses, trees, shrubbery, buildings or other improvements caused by the operations or activities of the Grantee, provided, however, that, after initial construction, within the easement strip, the Grantee shall have the right, from time to time, to cut or clear trees, brush and or other obstructions on said right-of-way that might interfere with the operation or maintenance of Grantees facilities or the inspection of the pipeline by land or air and Grantee shall not be liable for damages to the land in keeping said right-of-way clear of trees, brush and other obstructions in the course of the exercise by Grantee of any of its rights hereunder. Grantee will contact Grantor 48 hour prior to any access to said easement for the purpose of clearing trees, brush or other obstructions and, within 10 days will restore the property as near as reasonably possible to the condition it was prior to such damage.

5. Grantee will restore the land, as reasonably possible, to the condition it existed prior to such damage and repair, and replace or repair any and all damaged parts of all drainage or irrigation, septic systems, occasioned by the construction of said pipeline under and through the above described land within 10 business days.

6. Grantee has the right to install, operate, monitor and maintain cathodic protection systems provided they are not on or above the surface. Grantor and Grantee agree to placement of appropriate pipeline warning signs, as required by any applicable law, rule, regulation or order of any governmental entity properly exercising jurisdiction.

7. No equipment will be placed on the surface of the subject easement.

8. This instrument contains the entire agreement of the parties, there are no other or different agreements or understandings between Grantor and Grantee or its agents pertaining to this easement.

9. Grantee agrees to restore and/or replace any fences (including gates) within 10 business days, weather permitting, that may have been damaged or removed during the installation of said pipeline.

10. Grantee shall be furnished access over and across Grantor's land to the easement herein granted, for the clearing, construction and maintenance uses granted herein. Access roads shall be maintained during construction, so that they shall be at all reasonable times passable.

11. GRANTEE, WHILE CONSTRUCTING, MAINTAINING, REMOVING OR OPERATING SAID PIPELINE AND AT ALL TIMES, SHALL USE ALL PRECAUTIONS NECESSARY TO FULLY PROTECT GRANTOR, HIS HEIRS, SUCCESSORS AND ASSIGNS, AND THEIR PROPERTY FROM ANY INJURIES OR DAMAGES OF ANY KIND, AND SHALL INDEMNIFY AND HOLD GRANTOR, HIS HEIRS, SUCCESSORS AND ASSIGNS, HARMLESS IN CONNECTION WITH THE SAME, INCLUDING THE COST OF DEFENSE OF SAME, AND SHALL, AS ABOVE PROVIDED, PROMPTLY PAY FOR THE REASONABLE AMOUNT OF ALL SUCH INJURIES OR DAMAGES

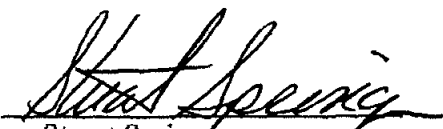
12. This easement shall terminate, and all rights revert back to Grantor, if the line is terminated or abandoned for more than two (2) years.

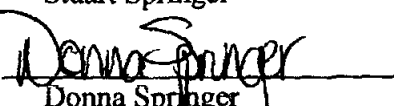
13. This instrument and the covenants, agreements, terms, conditions and provisions hereof shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

14. Grantee will deliver five (5) bags of Texas Tough grass seed to Grantor for re-seeding the easement.

Dated this 19 day of May, 2007.

GRANTOR:

By:   
Stuart Springer

By:   
Donna Springer

STATE OF TEXAS  
COUNTY OF NAVARRO

Filed for Record in:  
Navarro County

On: Jul 31, 2007 at 10:41A

As a  
Recordings

Document Number: 00007482

Amount: 32.00

Receipt Number - 17073

By,  
Gena Chandler

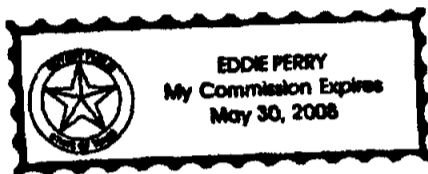
STATE OF TEXAS COUNTY OF NAVARRO  
I hereby certify that this instrument was  
filed on the date and time stamped hereon by me and  
was duly recorded in the volume and page of the  
named records of: Navarro County  
as stamped hereon by me.

Jul 31, 2007

Sherry Dowd, COUNTY CLERK  
Navarro County

This instrument was acknowledged before me on the 19 day of May,  
2007, by Stuart Springer.

My Commission Expires:

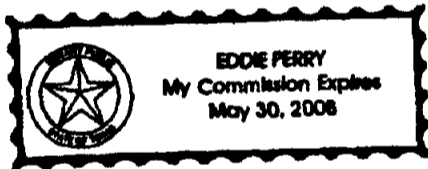


Eddie Perry  
Notary Public  
Printed Name Eddie Perry

STATE OF TEXAS  
COUNTY OF NAVARRO

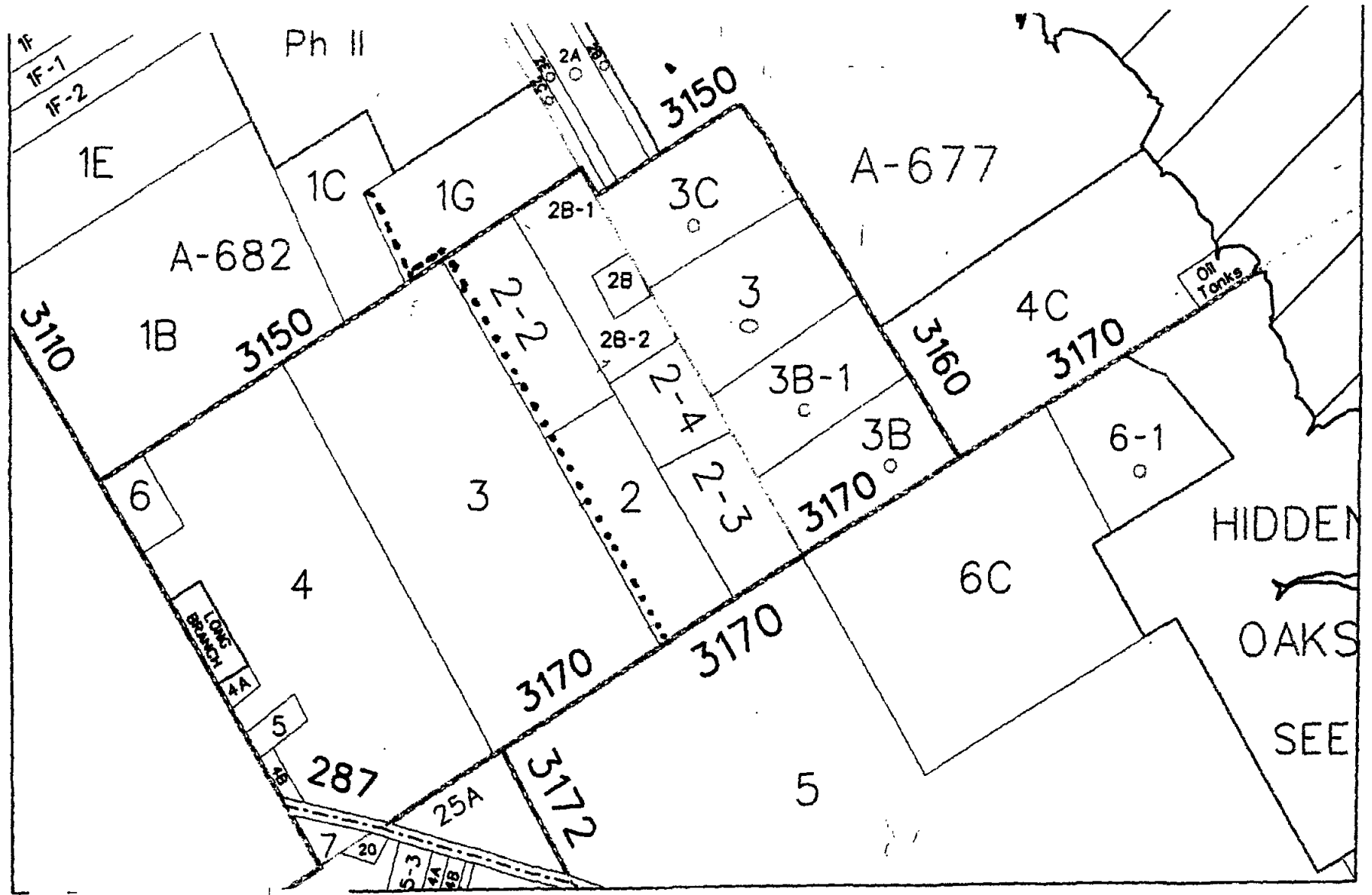
This instrument was acknowledged before me on the 19 day of May,  
2007, by Donna Springer.

My Commission Expires:



Eddie Perry  
Notary Public  
Printed Name Eddie Perry

EXHIBIT "A"  
EASEMENT TO RUN PARRELL TO THE FENCE LINE AND TWENTY (20) FEET FROM THE FENCE OR AS CLOSE AS  
REASONABLY POSSIBLE WITHOUT DISTURBING THE FENCE. **PROPERTY LINE**





328

#9

**AGREEMENT FOR EASEMENT  
ADJACENT TO OR CROSSING COUNTY ROADS**

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

**COPY**

Do not  
have orig.  
An of  
11-7-07

Triangle Services, LLC, **Builder** of a (pipeline, utility line

hereby contracts and covenants with **Navarro County** as follows:

I. Triangle Services, LLC, is in the process of constructing a utility line in **Navarro County, Texas** and it is necessary to cross certain county road(s) SE CR 3040 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, Triangle Services, LLC, the **Builder**, herein warrants, agrees and covenants that all crossings shall be constructed as follows:

All county road crossing shall be bored, and lines underneath such roads shall be cased or \_\_\_\_\_ 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 of no less than 6 (six) feet underneath the lowest part of the County's bar ditches and/or road surfaces

Product type: Gas Pipeline

Is this a new site Yes

What is the transport route (beginning and end). Enter on West boundary of SE CR 3040, boring at least six (6) feet beneath lowest part of said ROW and exit at the East boundary line of said ROW.

**SEE ATTACHMENT "A" 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 Triangle Services, LLC, 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 Triangle Services, LLC, 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:**

 Triangle Services, LLC

**Address:**

719 Sawdust Rd., Suite 109

The Woodlands, TX 77380

**Phone Number:**

281-367-9199

Navarro County

Precinct # \_\_\_\_\_

300 West 3<sup>rd</sup>. Avenue, Suite 147C  
Corsicana, TX 75110  
903-654-3030

**COPY**

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
County Judge

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

\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
Notary Public, State of Texas

**COPY**

(seal)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commission Expires

\_\_\_\_\_  
County Commissioner, Precinct # \_\_\_\_\_

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

\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Printed Name

**COPY**

(seal)

\_\_\_\_\_  
Commission Expires

Leda J. Huggins, Director  
Builder Triangle Services, LLC by its duly  
authorized official.

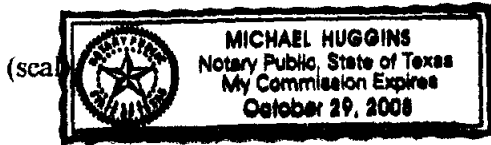
Sworn to and subscribed before me, the undersigned authority, on this

12 day of October, 2007

Michael Huggins  
Notary Public, State of Texas

Michael Huggins  
Printed Name

10/29/2008  
Commission Expires



**ATTACHMENT "A"**  
**TO**  
**AGREEMENT FOR EASEMENT**  
**ADJACENT TO OR CROSSING COUNTY ROADS**

**If this easement is for a petroleum pipeline, you must submit the following information:**

1. Diagram indicating the gathering system, including:
  - a. location of any easements with width dimensions
  - b. details of the production pipeline (line diameter, PSI rating, burial depth, signage)
2. Plat/map of pipeline showing beginning and ending points.
3. Indicate product type
4. An identifying sign shall be placed at each point where a flow line or gathering line crosses a public road
5. Persons to notify in case of emergency

Four (4) inch diameter pipe.

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2000 lbs MAOP - 1000 lbs operating.

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Burial depth 6 feet below the lowest part of bar ditch and road surface.

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Signs will be placed at each end of crossing.

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Emergency Contact: Mike Dubuisson (877)874-7610 & (281)787-9575

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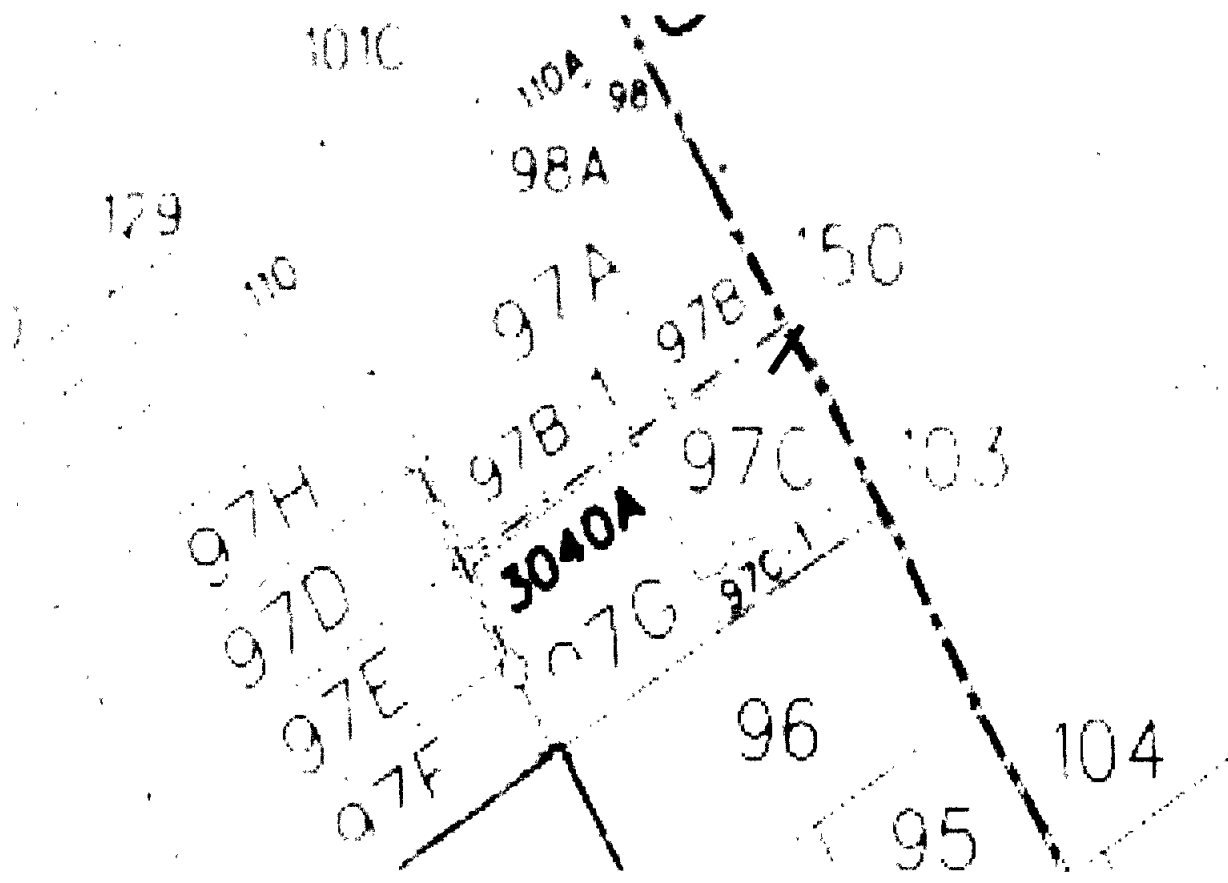
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Red line indicates bore crossing SE CR 3040

**NOTICE OF CONFIDENTIALITY: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**PIPELINE EASEMENT**

STATE OF TEXAS           §  
  §                   **KNOW ALL MEN BY THESE PRESENTS**  
COUNTY OF NAVARRO   §

THAT Brian Jennings, whose mailing address is 7321 SE CR 3060, Corsicana, TX 75109 hereinafter called "Grantor" (whether one or more) for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby GRANT and CONVEY unto Triangle Services, LLC, a Texas Limited Liability Company, whose address is 719 Sawdust Rd., Ste. 109, The Woodlands, Texas 77380 (hereinafter called "Grantee"), its successors or assigns, an exclusive easement twenty five feet (25') in width for the purpose of laying, constructing, maintaining, operating, inspecting, renewing, substituting, altering, changing, repairing, removing and replacing one (1) pipeline, not to exceed eight inches (8") in diameter, (and appurtenances thereof, including but not limited to communications and electrical cables buried in the permanent right-of-way, manholes and splice points at or above ground level, air patrol markers, valves and corrosion control equipment) for the transportation of liquids, gases, solids or mixtures thereof, said easement being upon, over and through the lands of Grantor situated in Navarro County, Texas, which easement is upon a strip of land, on the west line, lying as close to an already existing ~~5 1/2~~ (6) inch line on the property as practical without damaging the line, depicted on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD said easement unto said Grantee, its successors and assigns, together with the right of ingress and from said premises across the adjacent lands of the Grantor for the exercise of the rights herein granted.

It is further agreed as follows:

1. Grantee agrees to execute this agreement with the understanding that consideration is to be paid to Grantor only upon commencement of construction of said pipeline, but in no event shall construction commence prior to consideration being paid.
2. During initial construction only of the pipeline the Grantee may utilize an additional strip of land not more than a total of fifty feet (50') in width, along the east and west side of the twenty five feet (25') wide permanent easement strip. Grantee may also utilize additional temporary working space at locations where installation, maintenance, operations, etc. may require, such as road and canal crossings.
3. Grantee agrees to bury said pipeline to a minimum of three feet (3') measured from the top of the pipe to the level of the ground, and three feet (3') measured from the top of pipe to the bottom of the ditches, laterals or canals as the case may be.
4. Grantee will pay for any damages to Grantor's growing crops, livestock, grasses, trees, shrubbery, fences, buildings or other improvements caused by the operations or activities of the Grantee, provided, however, that, after initial construction, within the easement strip, the Grantee shall have the right, from time to time, to cut or clear trees, brush and or other obstructions on said right-of-way that might interfere with the operation or maintenance of Grantees facilities or the inspection of the pipeline by land or air and Grantee shall not be liable for damages to the land in keeping said right-of-way clear of trees, brush and other obstructions in the course of the exercise by Grantee of any of its rights hereunder.
5. Grantee will restore the land, as near as practical, to the condition it existed prior to such damage and repair, and replace or repair any and all damaged parts of all drainage or

irrigation systems, occasioned by the construction of said pipeline under and through the above described land.

6. Grantee has the right to install, operate, monitor and maintain cathodic protection systems. Grantor and Grantee agree to placement of appropriate pipeline warning signs, as required by any applicable law, rule, regulation or order of any governmental entity properly exercising jurisdiction.

7. This instrument contains the entire agreement of the parties, there are no other or different agreements or understandings between Grantor and Grantee or its agents pertaining to this easement.

8. Grantee agrees to restore and/or replace any fences (including gates) that may have been damaged or removed during the installation of said pipeline.

9. Grantee shall be furnished access over and across Grantor's land to the easement herein granted, for the clearing, construction and maintenance uses granted herein. Access roads shall be maintained during construction, so that they shall be at all reasonable times passable.

**10. GRANTEE, WHILE CONSTRUCTING, MAINTAINING, REMOVING OR OPERATING SAID PIPELINE AND AT ALL TIMES, SHALL USE ALL PRECAUTIONS NECESSARY TO FULLY PROTECT GRANTOR, HIS HEIRS, SUCCESSORS AND ASSIGNS, AND THEIR PROPERTY FROM ANY INJURIES OR DAMAGES OF ANY KIND, AND SHALL INDEMNIFY AND HOLD GRANTOR, HIS HEIRS, SUCCESSORS AND ASSIGNS, HARMLESS IN CONNECTION WITH THE SAME, INCLUDING THE COST OF DEFENSE OF SAME, AND SHALL, AS ABOVE PROVIDED, PROMPTLY PAY FOR THE REASONABLE AMOUNT OF ALL SUCH INJURIES OR DAMAGES**

11. This easement shall terminate, and all rights revert back to Grantor, if the line is terminated or abandoned for more than two (2) years.

12. This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

13. The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Dated this 4<sup>th</sup> day of September, 2007.

GRANTOR:

By: Brian Jennings  
Brian Jennings

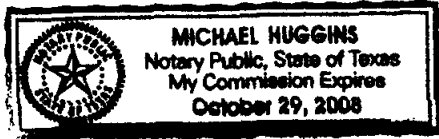


STATE OF TEXAS           §  
  §  
COUNTY OF NAVARRO   §

This instrument was acknowledged before me on the 4<sup>th</sup> day of September, 2007,  
by Brian Jennings.

My Commission Expires:  
10/29/08

Michael Huggins  
Notary Public  
Printed Name Michael Huggins



**EXHIBIT "A"**

All that certain lot, tract or parcel of land, being 18.00 acres situated in the James Smith Survey, A-726, Navarro County, Texas, and being part of Lots 3, 4, and 5 of the Plot of the J.J. Kent Lands and being a part of the First, Second, and Third Tracts described in Deed From F.N. Kent, et al, to Otis Farmer, dated May 12, 1969, recorded in Volume 771 Page 227 of the Deed Records of Navarro County, Texas.

Filed for Record in:  
Navarro County

On: Sep 05, 2007 at 10:55A

As a  
Recording

Document Number: 00002907

Amount: 28.00

Receipt Number - 17809

By:  
Sharon Johnson

4

STATE OF TEXAS

COUNTY OF NAVARRO

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Navarro County as stamped hereon by me.

Sep 05, 2007

Sherry Dowd, COUNTY CLERK  
Navarro County

**NOTICE OF CONFIDENTIALITY: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**PIPELINE EASEMENT**

STATE OF TEXAS           §  
  §                                   KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF NAVARRO   §

THAT Brad Haynie, President of Haynie Drilling Co. Inc., whose mailing address is PO Box 1061, Corsicana, TX 75151 hereinafter called "Grantor" (whether one or more) for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby GRANT and CONVEY unto Triangle Services, LLC, a Texas Limited Liability Company, whose address is 719 Sawdust Rd., Ste. 109, The Woodlands, Texas 77380 (hereinafter called "Grantee"), its successors or assigns, an exclusive easement twenty five feet (25') in width for the purpose of laying, constructing, maintaining, operating, inspecting, renewing, substituting, altering, changing, repairing, removing and replacing one (1) pipeline, not to exceed eight inches (8") in diameter, (and appurtenances thereof, including but not limited to communications and electrical cables buried in the permanent right-of-way, manholes and splice points at or above ground level, air patrol markers, valves and corrosion control equipment) for the transportation of liquids, gases, solids or mixtures thereof, said easement being upon, over and through the lands of Grantor situated in Navarro County, Texas, which easement is upon a strip of land, on the east line, around the perimeter of the Enbridge facility on said property, lying depicted on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD said easement unto said Grantee, its successors and assigns, together with the right of ingress and from said premises across the adjacent lands of the Grantor for the exercise of the rights herein granted.

It is further agreed as follows:

1. Grantee agrees to execute this agreement with the understanding that consideration is to be paid to Grantor only upon commencement of construction of said pipeline, but in no event shall construction commence prior to consideration being paid.
2. During initial construction only of the pipeline the Grantee may utilize an additional strip of land not more than a total of fifty feet (50') in width, along the east and west side where applicable as well as the north and south side where applicable of the twenty five feet (25') wide permanent easement strip. Grantee may also utilize additional temporary working space at locations where installation, maintenance, operations, etc. may require, such as road and canal crossings.
3. Grantee agrees to bury said pipeline to a minimum of three feet (3') measured from the top of the pipe to the level of the ground, and three feet (3') measured from the top of pipe to the bottom of the ditches, laterals or canals as the case may be.
4. Grantee will pay for any damages to Grantor's growing crops, livestock, grasses, trees, shrubbery, fences, buildings or other improvements caused by the operations or activities of the Grantee, provided, however, that, after initial construction, within the easement strip, the Grantee shall have the right, from time to time, to cut or clear trees, brush and or other obstructions on said right-of-way that might interfere with the operation or maintenance of Grantees facilities or the inspection of the pipeline by land or air and Grantee shall not be liable for damages to the land in keeping said right-of-way clear of trees, brush and other obstructions in the course of the exercise by Grantee of any of its rights hereunder.

irrigation systems, occasioned by the construction of said pipeline under and through the above described land.

6. Grantee has the right to install, operate, monitor and maintain cathodic protection systems. Grantor and Grantee agree to placement of appropriate pipeline warning signs, as required by any applicable law, rule, regulation or order of any governmental entity properly exercising jurisdiction.

7. This instrument contains the entire agreement of the parties, there are no other or different agreements or understandings between Grantor and Grantee or its agents pertaining to this easement.

8. Grantee agrees to restore and/or replace any fences (including gates) that may have been damaged or removed during the installation of said pipeline.

9. Grantee shall be furnished access over and across Grantor's land to the easement herein granted, for the clearing, construction and maintenance uses granted herein. Access roads shall be maintained during construction, so that they shall be at all reasonable times passable.

**10. GRANTEE, WHILE CONSTRUCTING, MAINTAINING, REMOVING OR OPERATING SAID PIPELINE AND AT ALL TIMES, SHALL USE ALL PRECAUTIONS NECESSARY TO FULLY PROTECT GRANTOR, HIS HEIRS, SUCCESSORS AND ASSIGNS, AND THEIR PROPERTY FROM ANY INJURIES OR DAMAGES OF ANY KIND, AND SHALL INDEMNIFY AND HOLD GRANTOR, HIS HEIRS, SUCCESSORS AND ASSIGNS, HARMLESS IN CONNECTION WITH THE SAME, INCLUDING THE COST OF DEFENSE OF SAME, AND SHALL, AS ABOVE PROVIDED, PROMPTLY PAY FOR THE REASONABLE AMOUNT OF ALL SUCH INJURIES OR DAMAGES**

11. This easement shall terminate, and all rights revert back to Grantor, if the line is terminated or abandoned for more than two (2) years.

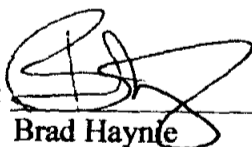
12. This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

13. The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Dated this 4<sup>th</sup> day of September, 2007.

GRANTORS:

Haynie Drilling Co. Inc.

By:   
Brad Haynie

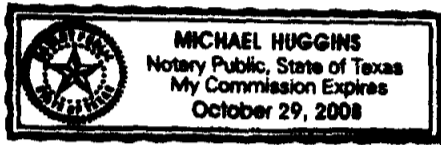
Title: 9-4-07

STATE OF TEXAS       §  
                                  §  
COUNTY OF NAVARRO §

This instrument was acknowledged before me on the 4 day of September, 2007,  
by Brad Haynie, President, Haynie Drilling Co. Inc..

My Commission Expires:

10/29/08



Michael Huggins  
Notary Public  
Printed Name Michael Huggins

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**EXHIBIT "A"**

All that certain lot, tract or parcel of land, being 6.461 acres situated in the James Smith Survey, A-726, Navarro County, Texas, and being part of a called 9.794 acre tract of land described as Tract 1 in Deed from Glenn Sodd, Trustee, to Haynie Drilling Company, Inc. dated April 9, 1981 and recorded in Volume 957, Page 634 of the Deed Records of Navarro County, Texas, also being the same 9.794 acre tract described by Deed recorded in Volume 926, Page 325 of the Deed Records of Navarro County, Texas.

Filed for Record in:  
Navarro County

On: Sep 05, 2007 at 10:55A

As a  
Recorder

Document Number: 00008806

Amount: 28.00

Receipt Number - 17809

By:  
Sharon Johnson

**STATE OF TEXAS**

**COUNTY OF NAVARRO**

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Navarro County as stamped hereon by me.

Sep 05, 2007

Sherry Dowd, COUNTY CLERK  
Navarro County

**RESOLUTION AUTHORIZING COUNTY GRANT**  
**TEXAS DEPARTMENT OF AGRICULTURE**  
**HOME-DELIVERED MEAL GRANT PROGRAM**

A RESOLUTION OF THE COUNTY OF NAVARRO, TEXAS (the "County"), CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO KAUFMAN COUNTY SENIOR CITIZENS SERVICES, INC. AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY KAUFMAN COUNTY SENIOR CITIZENS SERVICES, INC. (the "Organization") and CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

**WHEREAS**, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program Navarro County Meals on Wheels; and

**WHEREAS**, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

**WHEREAS**, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

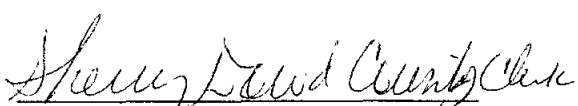
**BE IT RESOLVED BY THE COUNTY:**

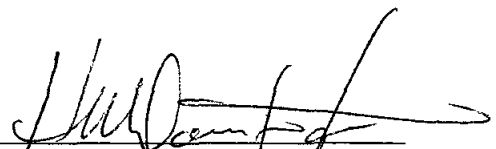
**SECTION 1:** The County hereby certifies that it has made a grant to the Organization in the amount of \$7,500.00, to be used between the 1 of October, 2007 and the 30 of September, 2008.

**SECTION 2:** The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

**SECTION 3:** The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

Introduced, read, and passed by the affirmative vote of the County on this 22nd day of October, 2007.

  
Signature of Authorized Official

  
H. M. Davenport, Jr., County Judge



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Received

NOV 13 2007

**ELECTION SYSTEMS & SOFTWARE, INC.  
ELECTION SERVICES AGREEMENT**

Navarro County  
Election Admin.

This Agreement is made as of the date it is executed by the last of the parties named below ("Effective Date"),

**BETWEEN:** Election Systems & Software, Inc., a Delaware corporation ("ES&S");

**AND:** Navarro County, Texas ("Customer")

**RECITALS:**

A. Customer has agreed to purchase certain election-related services from ES&S for use in Navarro County, Texas (the "Jurisdiction"). The terms and conditions under which such services shall be provided are set forth in the **GENERAL TERMS** attached hereto.

B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):

  X   Exhibit A (Ballot Layout, Coding, and Voice File Services)

  X   Exhibit B (Ballot Printing Services)

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:


- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- Represents and warrants to the other party that as of its signature date indicated below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

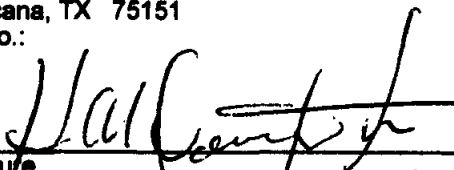
**ELECTION SYSTEMS & SOFTWARE, INC.**

**NAVARRO COUNTY, TEXAS**

11208 John Galt Boulevard  
Omaha, NE 68137  
Fax No.: (402) 970-1291

Attn: Danda Parker  
P.O. Box 1018  
Corsicana, TX 75151  
Fax No.:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Tom Gibson  
\_\_\_\_\_  
Name (Printed or Typed)

H.M. DAVENPORT, Jr.  
\_\_\_\_\_  
Name (Printed or Typed)

CEO  
\_\_\_\_\_  
Title

Navarro County Judge  
\_\_\_\_\_  
Title

10/31/07  
\_\_\_\_\_  
Date

10-22-07  
\_\_\_\_\_  
Date



## GENERAL TERMS AND CONDITIONS

1 **Consideration.** The consideration to be paid by Customer to ES&S for the services provided hereunder is set forth on the accompanying Exhibits.

2 **Limitation of Liability.** Neither party will be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Except for such liability as may arise under Section 2.5(a), ES&S' total liability to Customer arising out of or relating to this Agreement will not exceed the aggregate amount to be paid to ES&S hereunder. Any action by Customer against ES&S shall be commenced within one (1) year after the cause of action has accrued. By entering into this Agreement, Customer agrees to accept responsibility for the selection of, use of and results obtained from any services not provided by ES&S.

3 **Excusable Nonperformance.** Except for a delay or failure in the payment of money, if either party is delayed or prevented from performing its obligations under this Agreement due to any cause beyond its reasonable control, including natural disaster, fire, flood, unusually severe weather, terrorism, insurrection, war, Acts of God, labor disputes and governmental regulations, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4 **Term; Termination.** The term of this Agreement is set forth on Exhibit A, but may be terminated before its expiration by either party if the other party breaches any material provision hereof and does not cure such breach within thirty (30) days after it receives notification thereof from the non-breaching party.

5 **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign any of its rights hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld.

6 **Entire Agreement.** This Agreement, including all Exhibits hereto (all of which are incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party.

7 **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when delivered personally, sent by confirmed fax, sent by commercial overnight courier (with written verification of receipt) or sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties.

8 **Disputes.**

**Remedies for Past Due Payments.** If any payment to ES&S is past due more than five (5) days, ES&S may suspend performance under this Agreement until such amount is paid.

**Dispute Resolution Process.** Time is of the essence in resolving disputes. The initiating party shall notify the responding party of any dispute, including all relevant information (e.g., the nature of the dispute, dates, times, persons involved). The responding party shall respond to the notification within five (5) business days. Thereafter, the parties shall use their good faith efforts to resolve the dispute within a reasonable period of time. Notwithstanding anything in this Section 2.14 to the contrary, either party may apply to any court having jurisdiction over the subject matter of the dispute for a temporary restraining order, preliminary injunction, or other appropriate legal remedy at any time.

9 **Other.** In performing its obligations or enjoying its rights under this Agreement, each party shall comply with all applicable laws and regulations. ES&S is providing its services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S will not be responsible for (a) user errors, (b) voter errors or (c) problems encountered by any individual in voting. ES&S may engage subcontractors to provide certain of the services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, and this Section 9 shall survive the termination of this Agreement, to the extent applicable.

**[END OF GENERAL TERMS]**

**EXHIBIT A  
BALLOT LAYOUT, CODING, AND VOICE FILE SERVICES**

1. **Term.** The term of this Agreement shall be thirty six (36) months from the date of the first covered election, which the parties agree shall be January 01, 2008. The pricing in this Exhibit A shall apply to all elections conducted by Customer during the Term.

2. **Services.** The services to be provided by ES&S, a description of such services, and per unit fees are set forth below. Customer acknowledges that ES&S' fees for these services are based on (a) a commitment by Customer to subscribe to such services for a period of at least three (3) years, and (b) the descriptions listed in the table below. A change in the Customer's commitment to a period of less than three (3) years for any reason other than a termination for cause pursuant to Section 4 of this Agreement will result in a change the fees set forth below.

<b>Election Systems &amp; Software Ballot Layout, Coding, Voice File Service Pricing</b>	
<b>Effective for all elections on or after January 1, 2008</b>	
	<b>Per Unit Fee</b>
<b>Paper Ballot Layout</b>	
<b>English and Spanish (combined):</b>	
1 to 500 Faces	\$15.00
501 or more Faces	\$12.50
<b>Languages other than English/Spanish</b>	
1 to 500 Faces, per Language	\$30.00
501 or more Faces, per Language	\$25.00
<b>Base Charge for Ballot On Demand (BOD)</b>	<b>\$422.10</b>
<b>Electronic Screen Layout - AutoMARK and IVotronic</b>	
<b>English and Spanish (combined):</b>	
Per Ballot Style, or precinct, whichever is greater	Included
<b>Languages other than English/Spanish</b>	
Per Ballot Style, or precinct, whichever is greater	Included
<b>Programming Services</b>	
<b>Base Charge per Equipment Type</b>	<b>\$371.88</b>
<b>Base Charge for ERM file set-up</b>	<b>\$371.88</b>
<b>Ballot types</b> (open primary or multiple-page ballots)	<b>\$53.13</b>
<b>Precincts</b> (every precinct in the election)	<b>\$5.31</b>
<b>Ballot faces</b> (every unique face in the election)	<b>\$10.63</b>
<b>Contests / Issues</b> (total number of contests, referenda, questions / propositions in the election)	<b>\$12.75</b>
<b>Candidate / Responses</b> (total number of candidates &/or responses, including referenda and all write-ins for each contest/issue)	<b>\$5.31</b>
<b>Headers</b> (Central Tabulators)	<b>\$1.49</b>
<b>Re-Coding Fees</b>	<b>\$371.88 + applicable fee for each changed element</b>
<b>Voice Files per IVotronic and AutoMARK Equipment Type</b>	

Language Setup Charge - English	\$256.50
Language Setup Charge - Spanish	\$256.50
Language Setup Charge - All Other languages	\$387.00 per language
Political Parties	\$5.22
Ballot Faces	\$10.53
Contests / Issues	\$10.53
Candidates / Yes-No Responses	\$7.29
Propositions / Amendments / Instructions	\$15.48
Price per word in excess of 1200 total words (Instructions / Propositions / Amendments)	\$0.27
Resubmission	\$256.50 for English & Spanish and \$387.00 (for each additional language), plus the applicable fee for each element changed for each language
<b>Other Services (Standard Overnight Delivery Charges Will Apply and Will Be Billed Separately)</b>	
Media burn (Flash / PCMCIA Cards, Mem Packs, PEBs, and Jump Drives)	\$10.00
Electronic transfer files (one charge per county, per election)	\$125.00
SOS Media	\$50.00

**Note 1:** Any applicable state and local taxes are not included, and are the responsibility of Customer.

**Note 2:** Payment terms are 100% of invoice total due within 30 calendar days of invoice date.

**[END OF EXHIBIT A]**

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**EXHIBIT B  
BALLOT PRINTING SERVICES**

Description	Price per Ballot
<b>14" and 17" Ballots:</b>	
Base ballot charge	\$0.25
Backside of ballot	\$0.03
Stub and / or numbering	\$0.03
Folding	\$0.02
Scoring	\$0.02
Packaging	\$0.01
Color requirements – defined as a color bar on the ballot. Other designs or methods quoted separately.	\$0.02
<b>Per Ballot Fee Subtotal</b>	<b>\$TBD</b>
Additional charges for special requests, including watermarking, unique packaging requirements and expedited delivery requirements.	<b>\$TBD</b>
<b>Per Ballot Fee Total</b>	<b>\$TBD</b>
<b>Prices are exclusive of freight, which will be billed separately.</b>	
<b>19" ballots are quoted separately.</b>	

**Note 1:** 100% of payment for Ballot Printing services due within thirty (30) calendar days from issuance of invoice.

**Note 2:** The above pricing assumes the use of ES&S partner printers. The use of a Customer requested printer may result in a change in the fees outlined above.

**Note 3:** Unexpected and material changes in costs such as paper may result in changes to the fees reflected above.

**Note 4:** Customer has agreed to purchase finished ballots from ES&S for the Term of this Agreement (See Exhibit A) at the pricing set forth above. This three year ballot purchase commitment entitles Customer to receive the discounted pricing for the services as set forth on Exhibit A. In the event Customer terminates its three year ballot commitment prior to the end of the Term of this Agreement for any reason other than for cause pursuant to Section 4 of this Agreement, or purchases finished ballots from a provider other than ES&S, or does not pay for finished ballots from ES&S during the three year period, Customer shall no longer be entitled to receive the discounted services pricing set forth in Exhibit A, and shall pay ES&S its then current rates for such services.

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**AGREEMENT FOR SPECIALIZED SERVICE OR ARRANGEMENT**

This Agreement is entered into by and between NetIn.com (hereinafter "Seller") and Navarro County - ATHLETIC (hereinafter "Buyer") for the provision of the service (hereinafter "Service")

- 1. Seller will install and maintain 1 DS1 line(s) and provide Internet services to Buyer at (enter description of service locations)

ATHLETIC, 8404 ESTERS RD. STE 100, IRVING, TX  
TI ALREADY INSTALLED AT SERVER-ROOM TPLCO DEMARK

Seller agrees to provide Service for a term of 24 months commencing on the date testing by Seller is complete and the service is available for use by the Buyer. Seller will give Buyer at least five (5) days advance notice by telephone, of test date. Buyer's failure to participate in the test shall not delay commencement of the term of this Agreement.

- 2. Seller will use its best effort to install and test the Service to meet the Buyer's requested service date of 10/1/07

- 3. (a) Buyer agrees to pay Seller, during the above term, a monthly recurring charge of \$ 775.00 + TAXES and at the commencement of said term a one-time non-recurring charge of \$ 15.00 + TAXES. These rates will not be subject to Seller initiated increases during said term. However, the rates will be subject to any order of the Federal Communications Commission (FCC), state regulator commissions, or any other applicable governmental regulatory authority, and

(b) In the event that the Service is terminated by the Buyer prior to the end of the term of this Agreement, Buyer agrees to pay Seller full payment based on the number of months remaining on the contract times 50% of the monthly recurring charge set out above.

- 4. The point of demarcation for the Service shall be the minimum service entry demarcation point within the building where the Service is terminated, and Buyer may attach its equipment at this point.

- 5. (a) Seller shall exclusively repair and maintain the Service up to and including the point of demarcation. Maintenance of the Service shall be at Seller's expense, except if required because of negligent or willful conduct of the Buyer, its subsidiaries or affiliates, or any other person using the Buyer's facilities which are connected to Seller's facilities or because of the equipment provided by Buyer or by any other person on Buyer's behalf, which equipment is connected to Seller's facilities on Buyer's side of the point of demarcation. In such event, Buyer shall pay Seller cost of labor and material as determined in accordance with Seller's cost accounting system; and

(b) Buyer shall assure that the equipment it provides does not cause hazards to Seller's personnel, or cause damage to or require modification of Seller's equipment or facilities. Buyer shall provide to Seller access to the Buyer's originating and terminating locations of the Service as described in paragraph 1, above.

6. Seller and Buyer will take reasonable precautions in the location, construction and maintenance of their facilities so as not to interfere with the Service or facilities furnished by the other.
7. No subsequent Agreement between Buyer and Seller concerning the Service shall be effective or binding unless it is made in writing. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein.
8. Notices under this agreement shall be addressed as follows:

Seller: NetIn.com  
2113 Wilesta  
Irving, Texas 75061

Buyer: NAVARRO COUNTY - NTHIDTA  
PADA ELDERS RD STE 100  
IRVING, TX 75063

The effective date of any notice under the Agreement shall be the date of receipt by the addressee.

9. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Agreement. This Agreement and each of its provisions shall remain in full force and effect until modified by the parties in writing.
10. This Agreement is subject and subordinate to the rules and regulations of the FCC, state regulatory commissions or an other applicable governmental regulatory authority.
11. Neither party shall be liable to the other or any third parties claiming through or for such party for indirect, special or consequential damages even if advised of the possibility of such damages.
12. Neither party shall assign or otherwise transfer its rights or obligations under this Agreement except with the prior written consent of the other, said consent not to be unreasonably withheld; provided, however, each party shall have the right to assign this Agreement to any present or future affiliates, subsidiary or parent corporation of such party, without securing the consent of the other part and may grant to any such assignee the same rights and privileges such assigning party enjoyed under this

Agreement. Any attempted assignments not asserted to in the manner as prescribed herein shall be void.

- 13. In the event either party shall be in breach or default of any terms or conditions of this Agreement, and said breach or default shall continue for a period of ten (10) days after the giving of written notice to the defaulting party hereof, or if said breach or default is not capable of being cured within said 10 day period and the defaulting party shall not commence the cure within said period or shall not thereafter diligently prosecute to completion the curing of such breach or default, then in addition to all other rights and remedies at law or in equity, the non-defaulting party shall have the right to cancel this Agreement.
- 14. This Agreement shall be effective as of the date of execution by Seller.
- 15. This Agreement shall be a contract under and governed by the laws of the State of Texas.
- 16. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, or understandings relating to the Service.

IN WITNESS WHEREOF, the parties hereby execute this Agreement.

NetIn.com

By: [Signature]  
 Its: PRINCIPAL  
 Date: 9/24/07

[Signature]  
 By: H.M. Davenport, Jr.  
 Its: COUNTY JUDGE  
 Date: 10/22/2007



VIII. WORKER'S COMPENSATION

- A. An employee injured on the job shall receive benefits as prescribed by the Texas Worker's Compensation Act, In addition, the injured employee will be allowed supplemental salary income for the period defined as follows:
1. The Worker's Compensation benefits and the County supplement when added together shall not exceed 100% of the employee's gross salary at the time of the accident.
  2. Supplemental salary duration shall equal the employee's sick leave entitlement undiminished by sick leave taken.
  3. On the job injury leave will not be charged against sick leave or vacation.
- B. An on the job injury is defined as an injury which
1. Arises of employment so that it is a natural and reasonable incident of it; and
  2. Occurs in the course of and within the period of employment at a place where the employee may reasonably be fulfilling his employment duties.
- C. All on the job injuries must be reported to the Department Head and the Commissioners Office within three (3) working days of occurrence.

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