

NAVARRO COUNTY COMMISSIONER'S COURT

A REGULAR MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY, 10TH DAY OF DECEMBER, 2007 AT 10:00 A.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 HOLT
ALL VOTED AYE
2. PRAYER BY COMMISSIONER BALDWIN
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS-NO COMMENTS

CONSENT AGENDA

- ITEMS 5-14 MOTION TO APPROVE CONSENT AGENDA BY HOLT SEC
BY HERRINGTON
ALL VOTED AYE
5. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS MEETING
OF NOVEMBER 26, 2007
 6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE
COUNTY AUDITOR
 7. MOTION TO APPROVE TREASURE'S REPORT FROM RUBY COKER
TOWIT PG 424
 8. MOTION TO APPROVE TAX REPORT FOR NOVEMBER 2007, FROM
RUSSELL P. HUDSON **TO WIT PG 425**
 9. MOTION TO APPROVE THE MINUTES OF THE NOVEMBER 1, 2007
PLANNING AND ZONING MEETING
TO WIT PG 430
 10. MOTION TO APPROVE SPECIAL USE PERMIT # 10-07-362 FOR TIM
SEMLER. THIS REQUEST IS FOR THE USE OF A TRAVEL TRAILER
WHILE HIS HOME IS UNDER CONSTRUCTION ON LOT 2 OF THE
WELDON COLLINS ADDITION

11. MOTION TO APPROVE A REPLAT OF LOTS 31 AND 32 OF ARROWHEAD SUBDIVISION FOR MICHAEL AND JUDY SHORE
12. MOTION TO APPROVE A FINAL PLAT FOR STARCREST ADDITION, THIS PROPERTY CONSIST OF 3 ACRES IN THE W.T. MALONE SURVEY AND LOCATED ON FM 2869
13. MOTION TO APPROVE A REPLAT OF LOTS 6 & 7 OF WHITEROCK SUBDIVISION FOR GERALD D. WHITEHEAD
14. MOTION TO APPROVE AN AMENDMENT TO THE NAVARRO COUNTY SUBDIVISION REGULATIONS REGARDING THE REQUIREMENT FOR THE POSTING OF SURETY

REGULAR AGENDA

15. MOTION TO APPROVE NAVARRO COUNTY FOOD SERVICE ORDINANCE BE AMENDED TO GRANT AUTHORITY FOR ADMINISTRATIVE PENALTIES BY OLSEN SEC BY BALDWIN
ALL VOTED AYE **TO WIT PG 432**
16. MOTION TO APPROVE EASEMENTS TO CROSS COUNTY ROADS BY THE CITY OF CORSICANA-CITY OF CORSICANA RAW WATER TRANSMISSION MAIN FROM LAKE RICHLAND CHAMBERS TO LAKE HALBERT-ROADWAY MAINTENANCE AGREEMENT FOR EASEMENT WITHIN, ADJACENT TO OR CROSSING COUNTY ROADS: SE 2230, SE 2260, SE 3110, SE 2090, SE 2080, SE 2070(S), SE (N), SE 2040, SE 3020 – TWO CROSSINGS, AND SE 0050 IN PRECINCT(S) #2 AND #3 BY HOLT SEC BY HERRINGTON
ALL VOTED AYE **TO WIT PG 442**
17. MOTION TO APPROVE INTERLOCAL AGREEMENT BETWEEN NAVARRO COUNTY AND BLOOMING GROVE ISD BY OLSEN SEC BY HERRINGTON
ALL VOTED AYE **TO WIT PG 506**
18. MOTION TO APPROVE SETTING TERMS FOR COMMISSIONERS OF NAVARRO COUNTY ESD #1, 2 YEAR TERMS FOR HARRISON SLOAN, J. PETTY, AND FRANK STEED, 1 YEAR TERMS FOR DAVID FOREMAN AND BILL SPAE BY HOLT SEC BY HERRINGTON
ALL VOTED AYE

- 19. IN CONSIDERATION OF CONSTABLE, PRECINCT 1, TO AMEND THE BUDGET FOR \$600.00 IN GAS AND OIL AND \$150.00 FOR REPAIR AND MAINTANCE ALSO MENTIONED WAS REMINDER OF THE LOG BOOK NO MOTION WAS TAKEN ON THIS ITEM

TO WIT 510-511

- 20. MOTION TO APPROVE A BUDGET AMENDMENT FOR CONSTABLE, PRECINCT # 1 FOR GAS AND OIL AND MAINTANCE AND REPAIRS BY HERRINGTON SEC BY BALDWIN

TO WIT PG 512

- 21. MOTION TO ADJOURN BY HOLT SEC BY JUDGE DAVENPORT ALL VOTED AYE

THESE MINUTES ARE HEREBY APPROVED THIS 20 DAY OF ~~JANUARY 2008~~ December 2007

JUDGE H.M. 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 AUTHORIZATION PROCEEDING FOR DECEMBER 10, 2007

SIGNED 20 DAY OF December 2007 ~~JANUARY 2008~~

[Signature]
SHERRY DOWD, COUNTY CLERK



AFFIDAVIT SUBMITTED BY
RUBY COKER
NAVARRO COUNTY TREASURER

STATE OF TEXAS

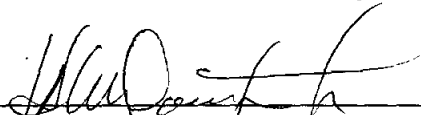
COUNTY OF NAVARRO

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 10th day of December, 2007 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on October 31, 2007 for the court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$1,057,925.07. Also, other assets totaling \$4,216,746.90 are being held by the Treasurer's office. The total interest for all accounts for the month of October, 2007 was \$23,030.04. The total disbursements for the month of October, 2007 were \$2,530,904.95. 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 10th day of December, 2007.




H. M. Davenport Jr. - County Judge



Faith Holt - Commissioner Pct 2



James Olsen - Commissioner Pct 4



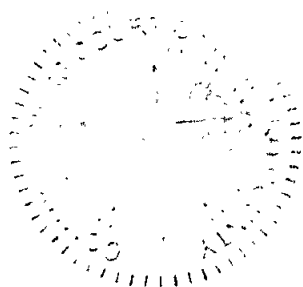
Kit Herrington - Commissioner Pct 1

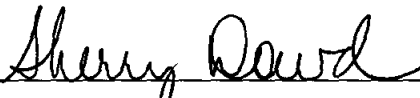


William Baldwin - Commissioner Pct 3

SWORN AND SUBSCRIBED TO BEFORE ME, this 10th day of December, 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.

ATTEST





Sherry Dowd - Navarro County Clerk

By 

425

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

TOTAL PAGES INCLUDING COVER SHEET 5

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING NOVEMBER 2007

424

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DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
NAVARRO COUNTY								LEVY
CURRENT	1,347,954.93			1,347,954.93	26,958.02	1,320,996.91		12,873,626.09
DELINQUENT	26,626.34		7,734.21	34,360.55	687.14	33,673.41	6,612.27	%
TOTAL	1,374,581.27	-	7,734.21	1,382,315.48	27,645.16	1,354,670.32	6,612.27	10.72%
NAVARRO COLLEGE								LEVY
CURRENT	281,719.12			281,719.12	1,408.41	280,310.71		2,682,934.17
DELINQUENT	5,965.63	-	1,860.62	7,826.25	495.07	7,331.18	1,517.38	%
TOTAL	287,684.75	-	1,860.62	289,545.37	1,903.48	287,641.89	1,517.38	10.51%
CITY OF RICE								LEVY
CURRENT	12,116.06	-		12,116.06	60.54	12,055.52		71,266.24
DELINQUENT	213.77		47.02	260.79	12.84	247.95	52.16	%
TOTAL	12,329.83	-	47.02	12,376.85	73.38	12,303.47	52.16	17.00%
CITY OF KERENS								LEVY
CURRENT	34,092.48	782.63		33,309.85	(25.19)	33,335.04		217,201.52
DELINQUENT	1,240.46	-	354.85	1,595.31	94.90	1,500.41	314.42	%
TOTAL	35,332.94	782.63	354.85	34,905.16	69.71	34,835.45	314.42	15.71%
CITY OF CORSICANA								LEVY
CURRENT	825,866.44	-		825,866.44	4,129.36	821,737.08		6,872,355.08
DELINQUENT	8,704.45	-	2,583.89	11,288.34	689.45	10,598.89	2,115.69	%
TOTAL	834,570.89	-	2,583.89	837,154.78	4,818.81	832,335.97	2,115.69	12.01%

NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING NOVEMBER 2007

421 421

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTORNEY FEES	% CURRENT COLLECTED
CITY OF DAWSON								LEVY
CURRENT	7,364.51			7,364.51	36.84	7,327.67		61,250.78
DELINQUENT	660.55		229.93	890.48	60.80	829.68	169.78	%
TOTAL	8,025.06	-	229.93	8,254.99	97.64	8,157.35	169.78	12.02%
BLOOMING GROVE ISD								LEVY
CURRENT	110,789.73			110,789.73	553.94	110,235.79		1,234,197.05
DELINQUENT	5,667.46		2,106.82	7,774.28	555.01	7,219.27	1,475.28	%
TOTAL	116,457.19	-	2,106.82	118,564.01	1,108.95	117,455.06	1,475.28	9.07%
DAWSON ISD								LEVY
CURRENT	71,386.22	-		71,386.22	356.96	71,029.26		1,045,738.84
DELINQUENT	4,436.20	-	1,181.57	5,617.77	317.61	5,300.16	1,112.27	%
TOTAL	75,822.42	-	1,181.57	77,003.99	674.57	76,329.42	1,112.27	6.83%
RICE ISD								LEVY
CURRENT	87,817.11			87,817.11	439.02	87,378.09		859,685.95
DELINQUENT	5,696.97		1,458.40	7,155.37	393.09	6,762.28	1,478.24	%
TOTAL	93,514.08	-	1,458.40	94,972.48	832.11	94,140.37	1,478.24	10.24%
CITY-BLOOMING GROVE								LEVY
CURRENT	11,061.88			11,061.88	55.33	11,006.55		81,372.57
DELINQUENT	407.41		113.31	520.72	30.37	490.35	104.15	%
TOTAL	11,469.29	-	113.31	11,582.60	85.70	11,496.90	104.15	13.59%

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING NOVEMBER 2007

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DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY OF BARRY								LEVY
CURRENT	1,455.46			1,455.46	7.30	1,448.16		13,262.09
DELINQUENT	31.19		6.86	38.05	1.87	36.18	7.61	%
TOTAL	1,486.65	-	6.86	1,493.51	9.17	1,484.34	7.61	10.97%
CITY OF EMHOUSE								LEVY
CURRENT	784.29	-		784.29	3.94	780.35		8,128.22
DELINQUENT	78.12		29.00	107.12	7.64	99.48	21.42	%
TOTAL	862.41	-	29.00	891.41	11.58	879.83	21.42	9.65%
CITY OF RICHLAND								LEVY
CURRENT	1,275.44	-		1,275.44	6.39	1,269.05		12,652.06
DELINQUENT				-		-		%
TOTAL	1,275.44	-	-	1,275.44	6.39	1,269.05	-	10.14%
CITY OF GOODLOW								LEVY
CURRENT	433.15	-		433.15	2.17	430.98		2,704.56
DELINQUENT	0.55		0.13	0.68	0.04	0.64	0.14	%
TOTAL	433.70	-	0.13	433.83	2.21	431.62	0.14	16.01%
GRAND TOTAL	2,853,845.92	782.63	17,706.61	2,870,769.90	37,338.86	2,833,431.04	14,980.81	

MEMO:

TOTAL COLLECTED	<u>2,885,750.71</u>
ROLLBACK TAXES	<u>-</u>
TAX CERTIFICATES	<u>1,330.00</u>
HOT CK FEES	<u>682.20</u>

YR-TO-DATE % CURRENT COLLECTED:

COUNTY	18.31%	RICHLAND	14.24%
COLLEGE	18.24%	GOODLOW	23.80%
RICE	22.40%	*DAWSON	20.33%
KERENS	38.18%	*BG ISD	18.09%
CORSICANA	18.70%	*DAWSON ISD	12.66%
BARRY	14.17%	*RICE ISD	16.66%
EMHOUSE	18.40%	**BLOOMING GR	26.61%

*BEGINNING DATE OF COLLECTION BY NAVARRO COUNTY FOR THESE ENTITIES SEPT 1, 2005
**BEGINNING DATE OF COLLECTION BY NAVARRO COUNTY FOR THIS ENTITY JULY 1, 2007

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING
NOVEMBER 2007

429

DESCRIPTION	TAXES	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	1,100,519.94		1,100,519.94	22,010.40	1,078,509.54	
ROAD & BRIDGE	224,201.64		224,201.64	4,484.47	219,717.17	
FLOOD CONTROL	23,233.35		23,233.35	463.15	22,770.20	
TOTAL	1,347,954.93		1,347,954.93	26,958.02	1,320,996.91	
DELINQUENT TAXES						
COUNTY	22,506.69	6,417.96	28,924.65	578.50	28,346.15	5,557.96
STATE						
ROAD & BRIDGE	3,743.53	1,209.26	4,952.79	99.11	4,853.68	959.56
FLOOD CONTROL	376.12	106.99	483.11	9.53	473.58	94.75
TOTAL	26,626.34	7,734.21	34,360.55	687.14	33,673.41	6,612.27
TOTAL ALLOCATION						
COUNTY	1,123,026.63	6,417.96	1,129,444.59	22,588.90	1,106,855.69	5,557.96
STATE						
ROAD & BRIDGE	227,945.17	1,209.26	229,154.43	4,583.58	224,570.85	959.56
FLOOD CONTROL	23,609.47	106.99	23,716.46	472.68	23,243.78	94.75
TOTAL	1,374,581.27	7,734.21	1,382,315.48	27,645.16	1,354,670.32	6,612.27



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NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Vicki Stoecklein – Administrator
Becky Garrett – Addressing
Stanley Young – Environmental Services
Robert Gray – Code Enforcement

www.co.navarro.tx.us
300 West Third Avenue.
Suite 16
Corsicana, TX 75110

Phone: (903) 875-3312

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PLANNING AND ZONING COMMISSION MINUTES

November 1, 2007

5:30 P.M.

County Courtroom

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

Chairman Jacobson – present	Vice Chairman Moe – present
Scott Watkins – present	Conrad Newton – present
Carroll Sigman – absent	Wayne McGuire - present
Benny Horn – absent	Tom White – present
Dennis Bancroft – absent	Dolores Baldwin – present
Charles Irvine – present	George Walker – present
Eben Dale Stover – absent	Jeff Smith - present

The first item on the agenda was the approval of the minutes of the October 4, 2007, Planning and Zoning meeting. Motion to approve by Commissioner Vice Chairman Moe, second by Commissioner Newton, all voted aye.

Item # 3 on the agenda was consideration of special use permit #10-07-360 for a gas pipeline for Triangle Services, LLC to be located along SE 3170 and SE 3190. Motion by Commissioner Irvine to approve subject to the provision of a \$50,000.00 road bond, second by Commissioner White, all voted aye.

Item # 4 on the agenda was consideration of zoning change #08-07-358 for Southport Marina, DBA Northshore Harbor Club. This request is an amendment to the Southport Marina Planned Development district. This property consists of 41.27 acres in the Robert Caradine Survey located at 10000 Spur 294. The requested changes include a name change to Northshore Harbor Club, wording of the use conditions will reflect that ownership of infrastructure in the development would include a public improvement district if one should be established and allow for construction of buildings up to 6 stories

Planning and Zoning minutes
November 1, 2007
Page 2

in height. Motion to approve by Commissioner Walker, second by Commissioner Newton, all voted aye.

Item # 5 on the agenda was consideration of the vacation of the plat for Southport Marina. This property consists of 11.30 acres in the Robert Caradine Survey located at 10000 Spur 294. Motion to approve by Commissioner White, second by Commissioner McGuire, all voted aye.

Item # 6 on the agenda was consideration of a preliminary plat for Southport Marina DBA Northshore Harbor Club. This property consists of 41.27 acres in the Robert Caradine Survey located at 10000 Spur 294. Motion to approve by Commissioner Irvine, second by Commissioner Walker, all voted aye.

Item #7 on the agenda was discussion of an amendment to the Navarro County Subdivision Regulations regarding the requirement of surety to insure completion of infrastructure prior to approval of final plats. Responding to a request by the Southport Marina developers, the Planning and Zoning board may consider an amendment to the regulations that would allow surety to be required at a different time in the permitting process.

Item #8 on the agenda was consideration of zoning change #10-07-361 for Carl Grady and Dana Arnold. This request is from agriculture to single family 1 to allow the construction of a site built home. The property consists of 1.0 acre in the Lower John White Survey located on SE 1090. Motion to approve by Commissioner Irvine, second by Vice Chairman Moe, all voted aye.

Adjourn.

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4/25/20

Corsicana-Navarro County Health District
Food Sanitation Regulations

Ordinance Number _____

AN ORDINANCE OF NAVARRO COUNTY TEXAS, ADOPTING ARTICLE 4476-5 (TEXAS FOOD, DRUG AND COSMETIC ACT) VERNON'S ANNOTATED CIVIL STATUTES OF THE STATE OF TEXAS, TOGETHER WITH THE LATEST EDITIONS OF THE TEXAS FOOD ESTABLISHMENT RULES 25 TAC 229.161-229.171, 229.173-229.175. ESTABLISHING AUTHORITY OF THE CORSICANA-NAVARRO COUNTY HEALTH DISTRICT FOR REGULATION AND PERMITTING OF FOOD ESTABLISHMENTS IN THE UNINCORPORATED AREAS OF NAVARRO COUNTY, AND IN ALL INCORPORATED AREAS OF THE COUNTY BY AGREEMENT WITH THE DISTRICT; PROVIDING FOR ISSUANCE OF PERMITS; ESTABLISHING PERMIT FEES; PROVIDING FOR INSPECTIONS; PROVIDING FOR PENALTIES; PROVIDING FOR SUSPENSION AND REVOCATION OF PERMITS; PROVIDING FOR HEARINGS; AND PROVIDING A SAVINGS CLAUSE. BE IT ORDAINED BY THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS:

SECTION 1. ADOPTED:

There is hereby adopted article 4476-5 (Texas Food, Drug and Cosmetic Act), Vernon's annotated Civil Statutes, together with the latest editions of Texas Food Establishment Rules 25 TAC 229.161-229.171, 229.173-229.175 and the provisions of this ordinance. The cited rules as they now exist and as they may be amended from time to time are adopted by reference and made a part of this ordinance except as otherwise provided herein, and will be used as the basis for required food sanitation standards. This ordinance applies to all unincorporated areas of the county, including unincorporated areas within the extraterritorial jurisdiction of an incorporated city, and to all incorporated areas of the county by agreement with the Corsicana-Navarro County Health District.

SECTION 2. DEFINITIONS:

- A. Director. "Director shall mean the Director of the Corsicana-Navarro County Health District or his designated representative.
- B. Food. "Food" shall mean any raw, cooked, or processed edible substance, ice, beverage or ingredient used or intended for use for sale in whole or in part for human consumption.

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- C. Food Establishment. "Food Establishment" shall mean all food service establishments, retail food stores, mobile food units and temporary food service establishments.
- D. Food Service Establishment. "Food Service Establishment" shall mean any place where food is prepared and intended for individual portion service, and includes the site at which individual portions are provided. The term includes any such place regardless of whether consumption is on or off the premises and regardless of whether or not there is a charge for the food. The term also includes delicatessen-type operations that prepare sandwiches intended for individual portion service and commissaries. The term does not apply to private homes where food is prepared or served for individual family consumption or invited guests, the location of vending machines or supply vehicles.
- E. Health Department. "Health Department" shall mean the Corsicana-Navarro County Health District and authorized agents of the same.
- F. Mobile Food Unit. "Mobile Food Unit" shall mean a vehicle mounted food service establishment designed to be readily movable.
- G. Retail Food Store. "Retail Food Store" shall mean any establishment or section of an establishment where food and food products are offered to the consumer and intended for off-premise consumption. The term includes delicatessens that offer prepared food in bulk quantities only. The term does not include establishments which handle only prepackaged, non-potentially hazardous foods; roadside markets that offer only fresh fruits and fresh vegetables for sale; food service establishments; farmers markets; or food and beverage vending machines as defined in the Vending of Food and Beverages, 1978, Department of Health, Education and welfare Publication No. 78-2091. (FDA).

SECTION 3. PERMITS REQUIRED:

- A. No person shall operate a food establishment within the jurisdiction of the Corsicana-Navarro County Public Health District without a valid food establishment permit issued by the Health Department.
- B. Only a person who agrees to comply and remains in compliance with the provisions of this ordinance is entitled to receive and/or retain such a permit.
- C. Permits issued under provisions of this ordinance remain the property of Navarro County and are not transferrable from person to person or place to place.
- D. Permits issued under provisions of this ordinance shall expire one year from the date of issuance unless suspended or revoked for cause or cause or as is otherwise provided for temporary permits.

E. Any person desiring to obtain a permit under provisions of this ordinance shall make application for said permit on forms provided by the Health Department, and shall provide such information regarding the proposed food establishment as is required by the Health Department, and at the time of application shall pay the required permit fee.

SECTION 4. PERMIT FEES:

Permit fees charged by the Health Department shall be consistent with the fees charged by the Texas Department of Health for the same and shall not exceed the maximum amount allowed by law.

SECTION 5. PLAN REVIEW:

Any person desiring to obtain a permit for a food establishment that is newly constructed, has undergone a change in ownership or operator, or has or is to be extensively remodeled, must first submit properly prepared plans and specifications for such construction to the Health Department for review and approval prior to construction. Said plans and specifications shall indicate the proposed layout, arrangement, mechanical plans and construction materials and the type and model of proposed fixed equipment. The Health Department shall approve the plans and specifications if they meet the requirements of law, and shall issue said permit upon completion of construction according to the approved plans and specifications. No food establishment shall be constructed, converted or extensively remodeled except in accordance with plans and specifications approved by the Health Department.

SECTION 6. GENERAL AUTHORITY:

The Corsicana-Navarro County Health District, in accordance with state law shall have the authority to enforce the provisions of this ordinance, and any state or federal statute or regulation applicable to a food establishment, and shall have responsibility for inspection of all food establishments within its jurisdiction for compliance with the same. It shall be the responsibility of the operator to allow access to and lawful inspection of a food establishment at any reasonable time, by a representative of the Health Department presenting proper identification, including any and all records regarding food products, food equipment and employees involved in food preparation and/or service.

SECTION 7. SUSPENSION AND REVOCATION OF PERMITS:

A. For serious and repeated violation of the provisions of this ordinance, and for conditions which constitute an imminent and substantial hazard to public health, and with proper written notification of the operator of a food establishment regarding the specific reasons for such action, a permit issued under provisions of this ordinance may be suspended by the Health Department and shall remain suspended until such time as conditions resulting in said action are corrected.

B. For failure to correct conditions resulting in the suspension of a permit or for interfering with the lawful inspection of a food establishment or for providing false information to the Health Department, a permit issued under provisions of this ordinance may be permanently revoked.

C. An owner or operator of a food establishment receiving notification of permit suspension or revocation shall have the right to appeal, and upon submission of a written request to the Director of the Health Department shall be entitled to a hearing before the Justice of the Peace or their designate, and must be informed in writing of this right upon notification of intent to suspend or revoke a permit. A request for hearing must be submitted within 10 (ten) days of the appealable action. A hearing shall be conducted within 10 (ten) working days of the request.

D. The Justice of the Peace or designate shall have the authority to uphold, modify or rescind the appealable action of the Health Department, and shall notify the parties to the hearing, in writing, of their decision.

E. Upon appeal of a permit suspension or revocation for a condition which poses a substantial and serious threat to the public health, said suspension or revocation shall be considered in effect pending a decision by the Justice of the Peace or designate.

F. If request for hearing is not properly submitted within 10 (ten) days of the date of notification of suspension or revocation of permit, said action by the Health Department shall be final.

SECTION 8. ADMINISTRATIVE PENALTIES:

A. A person commits a class C misdemeanor if the person violates any provision of this ordinance or the Texas Food Establishment Rules within the jurisdiction of the Corsicana-Navarro County Health District. Each Day the violation occurs is a separate offense.

B. The Director of the Corsicana-Navarro County Health District shall have the authority to impose administrative penalties not to exceed \$500 per day for each offense and to cause the arrest of any person refusing to cooperate with the issuance of citation.

C. Not later than the 20th day after the person receives notice of the penalty, the person in writing may:

- (1) accept the determination and pay the recommended penalty of the director; or
- (2) make a request for a hearing on the occurrence of the violation, the amount of the penalty, or both.

D. The Justice of the Peace for the justice precinct in which the retail food store or food establishment is located or the mobile food establishment or roadside food vendor is based shall hold a hearing requested under Subsection B.

E. If the court does not sustain the finding that a violation occurred, the court shall order that a penalty is not owed.

F. If the person paid the penalty to the clerk of the court and if the amount of the penalty is reduced or the penalty is not upheld by the court, the court shall order, when the court's judgement becomes final, that the appropriate amount be remitted to the person.

SECTION 9. REPEALING CLAUSE:

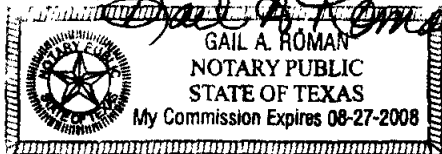
All ordinances or parts of ordinances in conflict with the provisions of these regulations are hereby expressly repealed in so far as the same are in conflict with this ordinance.

SECTION 10. SAVINGS CLAUSE:

If any section, sub-section, clause, phrase, or provision of this ordinance be held unconstitutional or invalid by the courts, such decision shall not affect the validity of the remaining portions of this ordinance; it being the legislative intent that these regulations shall stand notwithstanding the invalidity of any part.

PASSED AND APPROVED THIS, the 10 day of December, A.D., 2007

ATTEST:



Commissioners Court of Navarro County
Texas

[Handwritten Signature]
County Judge

437

437

BILL ANALYSIS

____.B.____

By: _____

Committee: _____

Date: _____

Version: _____

BACKGROUND AND PURPOSE

Public health districts are an organization created jointly by a combination of cities and counties which permit and inspect food service establishments. Administrative penalties are commonly issued by the state and municipalities for violations of food safety regulations. Public health districts do not have the authority to issue administrative penalties for food safety violations. The purpose of this bill is to grant this enforcement tool to public health districts.

RULEMAKING AUTHORITY

It is the committee's opinion that this bill does not expressly grant any additional rulemaking authority to a state officer, department, agency or institution.

ANALYSIS

The bill grants public health districts the authority to issue administrative penalties for violations of statutes and rules relating to food safety. The penalty may not exceed \$500 per each day a violation occurs. The public health district must base the amount of the penalty on the seriousness of the violation, the history of previous violations, deterring future violations, efforts made to correct the violation and any other matter that justice may require. The bill provides for an appeals process.

EFFECTIVE DATE

September 1, 2007.

439

438

Legislative Session: 80(R)

House Bill 1585
Effective: 9-1-07

House Author: King, Susan
Senate Sponsor: Deuell

House Bill 1585 amends the Health and Safety Code to authorize a public health district or a county commissioners court to impose an administrative penalty on certain food service establishments, retail food stores, and food vendors for violations of health and safety provisions. The bill establishes the penalty for a violation and procedures for contesting a penalty.

437

439

80R4244 ABC-F

By: King of Taylor

H.B. No. 1585

A BILL TO BE ENTITLED

AN ACT

relating to administrative penalties imposed by a public health district for violations of health and safety provisions relating to retail food service.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 437, Health and Safety Code, is amended by adding Sections 437.0185 and 437.0186 to read as follows:

Sec. 437.0185. ADMINISTRATIVE PENALTY BY PUBLIC HEALTH DISTRICT. (a) The director of a public health district may impose an administrative penalty on a person the district requires to hold a permit under Section 437.004 if the person violates this chapter or a rule or order adopted under this chapter.

(b) The amount of the penalty may not exceed \$500 per day, and each day a violation continues or occurs is a separate violation for the purpose of imposing a penalty. The amount shall

H.B. No. 1585

(3) the amount necessary to deter a future violation;

(4) efforts to correct the violation; and

(5) any other matter that justice may require.

(c) The enforcement of the penalty may be stayed during the time the order is under judicial review if the person pays the penalty to the clerk of the court. A person who cannot afford to pay the penalty may stay the enforcement by filing an affidavit in the manner required by the Texas Rules of Civil Procedure for a party who cannot afford to file security for costs.

(d) Not later than the 20th day after the date the person receives notice of the penalty, the person in writing may:

(1) accept the determination and pay the recommended penalty of the director; or

(2) make a request for a hearing on the occurrence of the violation, the amount of the penalty, or both.

(e) The justice of the peace for the justice precinct in which the retail food store or food establishment is located or the mobile food establishment or roadside food vendor is based shall hold a hearing requested under Subsection (d).

441

441

H.B. No. 1585

(g) If the court does not sustain the finding that a violation occurred, the court shall order that a penalty is not owed.

(h) If the person paid the penalty to the clerk of the court and if the amount of the penalty is reduced or the penalty is not upheld by the court, the court shall order, when the court's judgment becomes final, that the appropriate amount be remitted to the person.

Sec. 437.0186. ASSESSMENT OF ADMINISTRATIVE PENALTY. An administrative penalty may be imposed for a violation of this chapter or a rule or order under this chapter on a person required to hold a license under this chapter by the state under Section 437.018 or by the director of a public health district under Section 437.0185, but not both.

SECTION 2. Section 437.0185, Health and Safety Code, as added by this Act, applies only to a violation of Chapter 437, Health and Safety Code, or a rule or order adopted under that chapter, that occurs on or after the effective date of this Act. A violation that occurs before the effective date of this Act is governed by



442

CITY OF CORSICANA, TEXAS

November 29, 2007

Honorable H. M. Davenport
Navarro County Judge
300 West Third Ave., Suite 102
Corsicana, TX 75110

Re: City of Corsicana Raw Water Transmission Main from Lake Richland-Chambers to Lake Halbert - Roadway Maintenance Agreement for Easement Within, Adjacent to or Crossing County Roads: CR SE 2230, CR SE 2260, CR SE 3110, CR SE 2090, CR SE 2080, S CR SE 2070, N CR SE 2070, SE CR 2040, SE CR 3030, SE CR 3020 (two Crossings), and SE CR 50

Judge Davenport:

The purpose of this letter is to provide a written guarantee to the County that the City shall perform and or maintain the following items associated with the installation and operation of said water line:

- 1) City has hired a professional engineering firm, Flowers & Leist, Inc. (Engineer), to design and specify the installation of said water line
- 2) City shall "open-cut" county roads as indicated within the filed easement agreements to install the proposed water line
- 3) City shall repair "open-cut" roads according to the Engineer's recommendations and warrant such pavement repair work for a period of three (3) years from the date of project completion (see attached gravel and asphalt repair exhibits)
- 4) City shall NOT install a casing pipe, but shall center pipe sections within a roadway crossing or weld joints within a roadway crossing to prevent leaking joints underneath county roads
- 5) City shall inspect water line construction at each road crossing for compliance with Engineer's recommendations
- 6) After the three (3) year pavement warranty period, the City will continue to honor the signed easement agreement for each road crossing

The City appreciates the cooperative spirit of Navarro County officials and looks forward to completing this regionally significant project. Please feel free to contact me should you have further questions regarding this issue.

443

443

Sincerely,
City of Corsicana

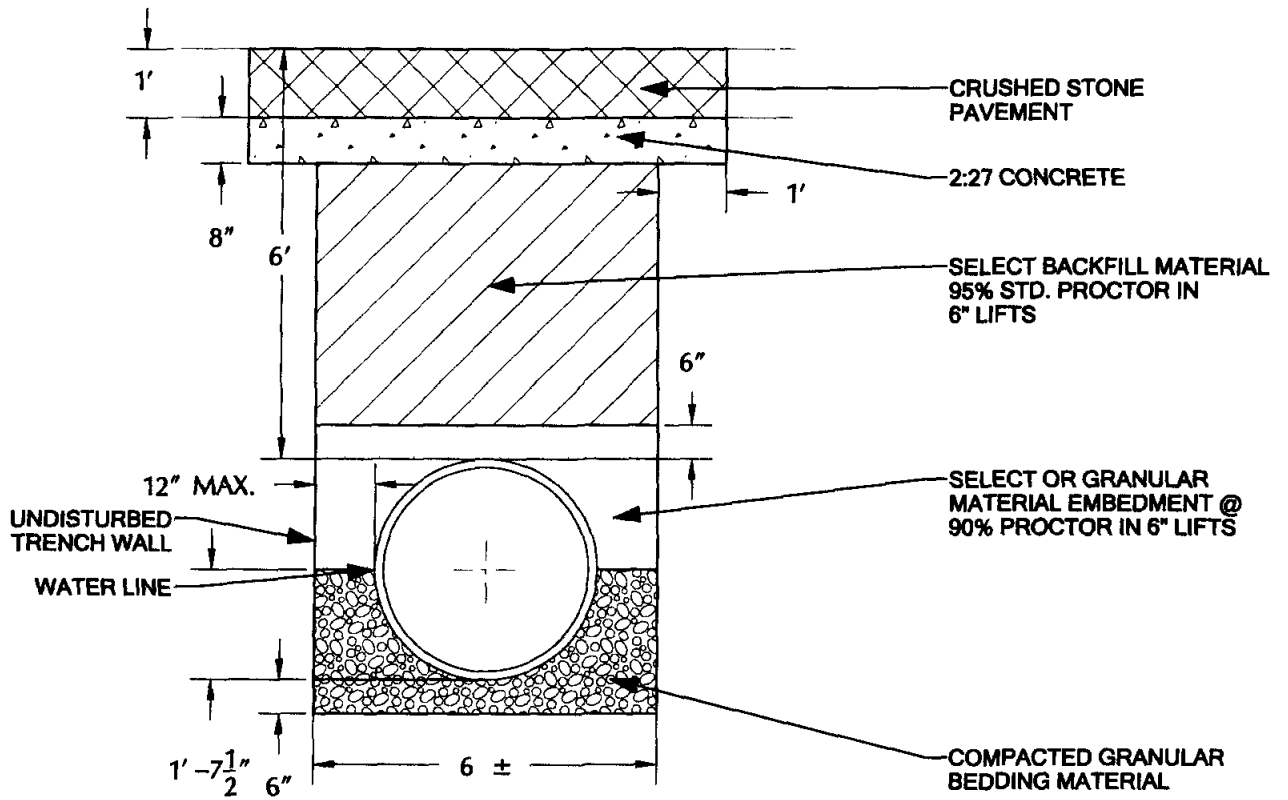
Connie Standridge

Connie Standridge
City Manager

c: Larry Murray, City of Corsicana
Charles H. Leist II, Flowers & Leist, Inc.

Enclosures

444



GRAVEL PAVEMENT REPAIR

36" RAW WATER TRANSMISSION LINE - RICHLAND-CHAMBERS TO LAKE HALBERT

GRAVEL PAVEMENT REPAIR

CITY OF CORSICANA

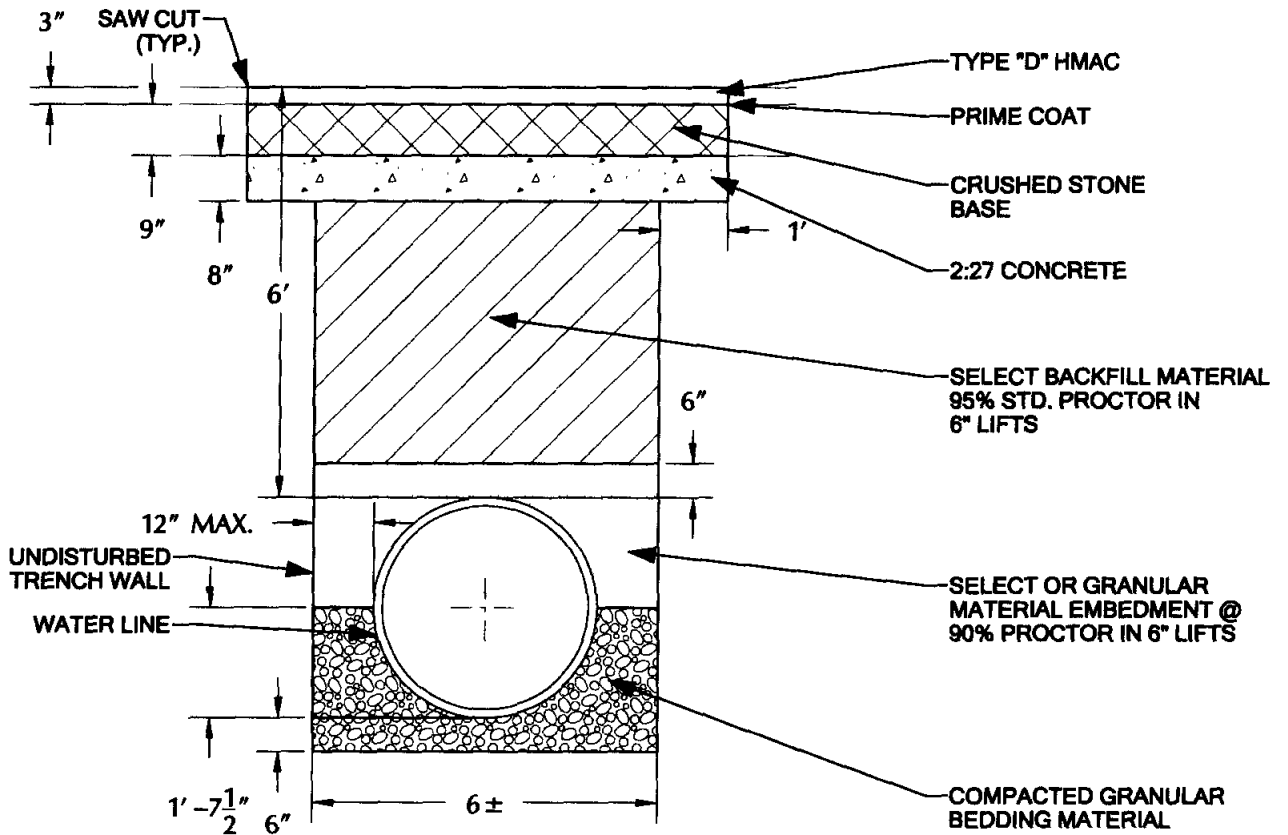


FLOWERS & LEIST, INC.

DESIGNED BY:	BPF	PROJECT NO.:	2-401
DRAWN BY:	CHL	CHECKED BY:	BPF/CHL
CHECKED BY:	BPF/CHL	SHEET NO.	1 OF 2

445

645



ASPHALT PAVEMENT REPAIR

36" RAW WATER TRANSMISSION LINE - RICHLAND-CHAMBERS TO LAKE HALBERT

ASPHALT PAVEMENT REPAIR

CITY OF CORSICANA



FLOWERS & LEIST, INC.

DESIGNED BY:	BPF	PROJECT NO.:	2-401
DRAWN BY:	CHL	SHEET NO.:	2 OF 2
CHECKED BY:	BPF/CHL		

446

AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

The CITY OF CORSICANA, **Builder** of a raw water transmission line hereby contracts and covenants with **Navarro County** as follows:

I. The CITY OF CORSICANA, is in the process of constructing a utility line in **Navarro County**, Texas and it is necessary to cross County Road SE 2230, located in Precinct #3, more fully described on the maps attached hereto labeled Exhibit A, incorporated herein.

II. In consideration for **Navarro County** granting this permission through the issuance of a permit to lay a raw water transmission line adjacent to or crossing said county road above described in Navarro County, Texas, THE CITY OF CORSICANA, **the Builder**, herein warrants, agrees and covenants that this water line shall be constructed as follows:

- i. This county road shall be open cut and the line within shall NOT be cased. The raw water line shall be placed at a minimum cover depth of six (6) feet.
- ii. Product type: Raw Water obtained from Lake Richland-Chambers

- iii. Is this a new site: Yes

- iv. What is the transport route (beginning and end): Beginning at the City of Corsicana Raw Water Pump Station located in the Arrowhead Subdivision, traveling along the east side of CR SE 2240 to the south side of US HWY 287, thence to the west side of CR SE 3020 to the City of Corsicana Lake Halbert Water Treatment Plant.

III. In consideration of the granting of this permission to lay a raw water transmission 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 construction within this easement shall be the responsibility of the **Builder** and the **Builder** warrants and covenants that the area where the installation 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 THE CITY OF CORSICANA, 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 THE CITY OF CORSICANA, 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:	<u>Connie Standridge, City Manager</u>
Company Name:	<u>City of Corsicana</u>
Address:	<u>200 N. 12th Street</u>
	<u>Corsicana, TX 75110</u>
Phone Number:	<u>(903) 654-4803</u>

448

400

Navarro County
Precinct # _____

300 West 3rd Ave., Suite 14
Corsicana, TX 75110
903-654-3030

EXECUTED this 10 day of December, 2007.

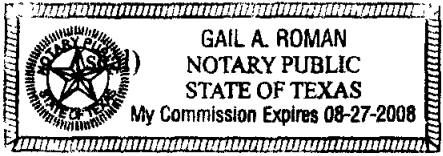
[Signature]
County Judge

Sworn to and subscribed before me, the undersigned authority, on this
10 day of December, 2007.

[Signature]
Notary Public, State of Texas

Gail A. Roman
Printed Name

08-27-2008
Commission Expires



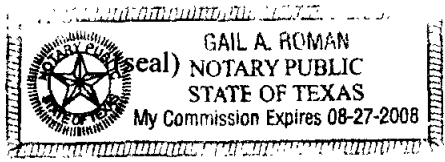
[Signature]
County Commissioner, Precinct # 2

Sworn to and subscribed before me, the undersigned authority, on this
10 day of December, 2007.

[Signature]
Notary Public, State of Texas

Gail A. Roman
Printed Name

08-27-2008
Commission Expires



449

0149

Connie Standridge
Builder

Sworn to and subscribed before me, the undersigned authority, on this
____ day of _____, 2007.

Notary Public, State of Texas

(seal)

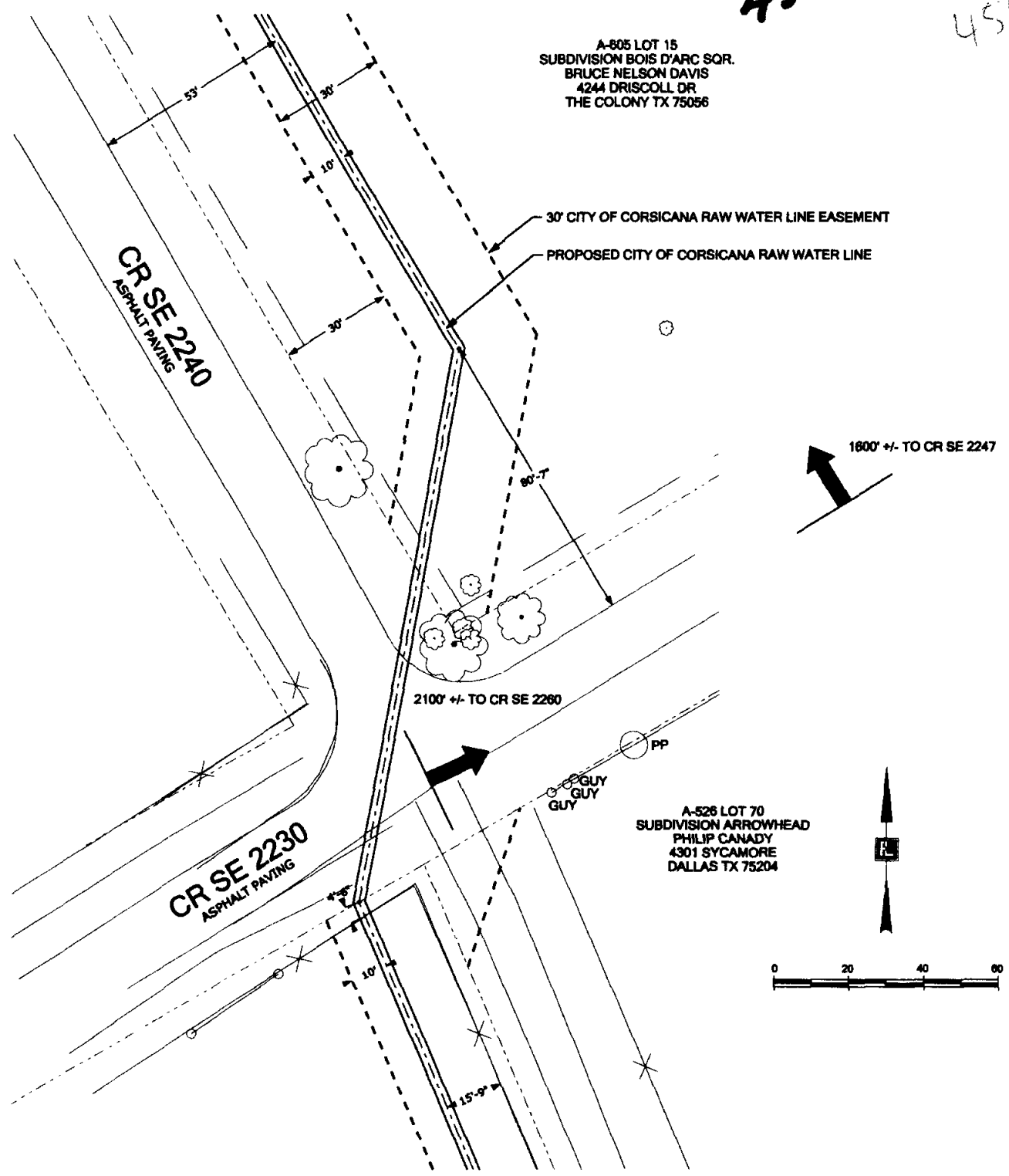
Printed Name

Commission Expires

450

450

A-605 LOT 15
SUBDIVISION BOIS D'ARC SQR.
BRUCE NELSON DAVIS
4244 DRISCOLL DR
THE COLONY TX 75056



A-526 TR. 4
SURVEY J. MASON
PATTY WAREING CUNNINGHAM CONGER
816 AMBASSADOR DR
CORSICANA TX 75110
WILLIAM EDENS CUNNINGHAM JR
3838 S US HWY 287
CORSICANA TX 75109

A-526 LOT 70
SUBDIVISION ARROWHEAD
PHILIP CANADY
4301 SYCAMORE
DALLAS TX 75204

COUNTY PRECINCT 3

36" RAW WATER TRANSMISSION LINE -
RICHLAND-CHAMBERS TO LAKE HALBERT

EXHIBIT A - NAVARRO COUNTY
CR SE 2230 EASEMENT

CITY OF CORSICANA



FLOWERS & LEIST, INC.

DRAWN BY:		GIE	DATE:	1 NOVEMBER 2007
CHECKED BY:		CHL	PROJECT NO.:	2-401
			SHEET NO.	1 OF 1

451

451

AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

The CITY OF CORSICANA, **Builder** of a raw water transmission line hereby contracts and covenants with **Navarro County** as follows:

I. The CITY OF CORSICANA, is in the process of constructing a utility line in **Navarro County**, Texas and it is necessary to cross County Road SE 2260, located in Precinct #2, more fully described on the maps attached hereto labeled Exhibit A, incorporated herein.

II. In consideration for **Navarro County** granting this permission through the issuance of a permit to lay a raw water transmission line adjacent to or crossing said county road above described in Navarro County, Texas, THE CITY OF CORSICANA, **the Builder**, herein warrants, agrees and covenants that this water line shall be constructed as follows:

- i. This county road shall be open cut and the line within shall NOT be cased. The raw water line shall be placed at a minimum cover depth of six (6) feet.
- ii. Product type: Raw Water obtained from Lake Richland-Chambers
- iii. Is this a new site: Yes
- iv. What is the transport route (beginning and end): Beginning at the City of Corsicana Raw Water Pump Station located in the Arrowhead Subdivision, traveling along the east side of CR SE 2240 to the south side of US HWY 287, thence to the west side of CR SE 3020 to the City of Corsicana Lake Halbert Water Treatment Plant.

III. In consideration of the granting of this permission to lay a raw water transmission 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 construction within this easement shall be the responsibility of the **Builder** and the **Builder** warrants and covenants that the area where the installation 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 THE CITY OF CORSICANA, 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 THE CITY OF CORSICANA, 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:	<u>Connie Standridge, City Manager</u>
Company Name:	<u>City of Corsicana</u>
Address:	<u>200 N. 12th Street</u>
	<u>Corsicana, TX 75110</u>
Phone Number:	<u>(903) 654-4803</u>

453

53

Navarro County
Precinct # _____

300 West 3rd Ave., Suite 14
Corsicana, TX 75110
903-654-3030

EXECUTED this 10 day of December, 2007.

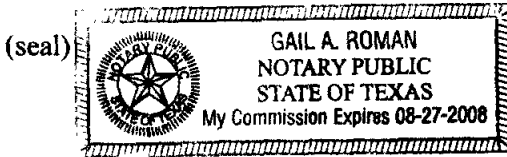
[Signature]
County Judge

Sworn to and subscribed before me, the undersigned authority, on this
10 day of December, 2007.

[Signature]
Notary Public, State of Texas

Gail A. Roman
Printed Name

08-27-2008
Commission Expires



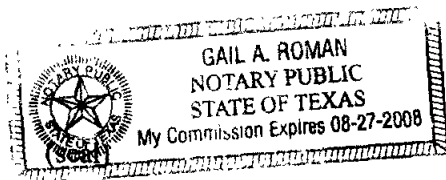
[Signature]
County Commissioner, Precinct # 2

Sworn to and subscribed before me, the undersigned authority, on this
10 day of December, 2007.

[Signature]
Notary Public, State of Texas

Gail A. Roman
Printed Name

08-27-2008
Commission Expires



454

454

Connie Standing
Builder

Sworn to and subscribed before me, the undersigned authority, on this
____ day of _____, 2007.

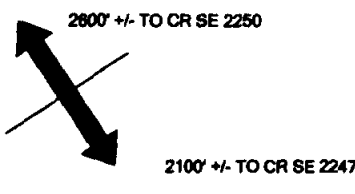
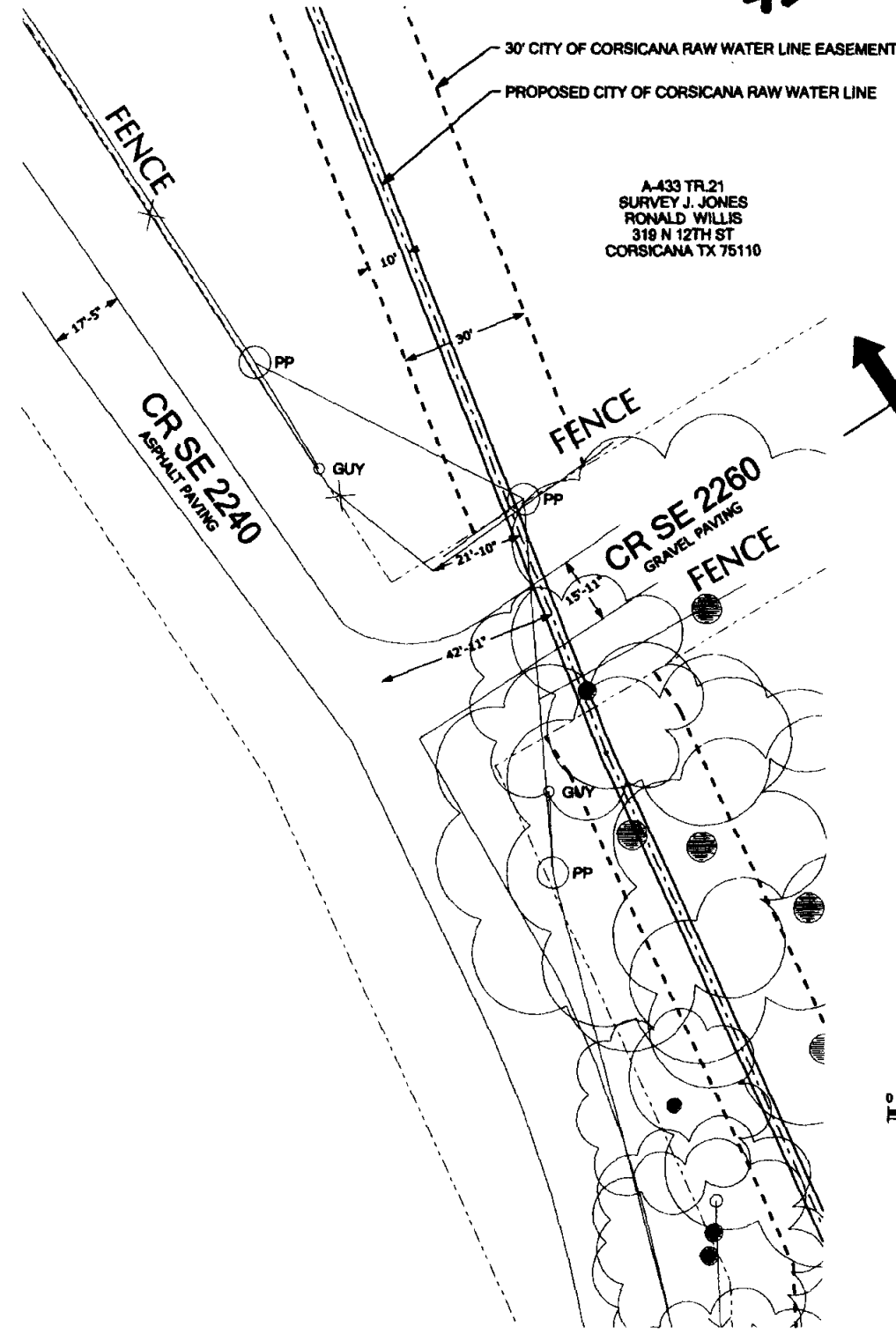
Notary Public, State of Texas

(seal)

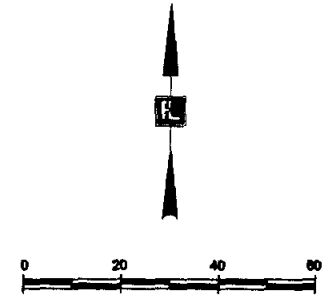
Printed Name

Commission Expires


455



A-805 LOT 8
SUBDIVISION BOIS D'ARC SQR.
CHARLES WAYNE DARSEY
1228 TOBIE LANE
BENBROOK TX 76126



COUNTY PRECINCT 2

36" RAW WATER TRANSMISSION LINE - RICHLAND-CHAMBERS TO LAKE HALBERT	
EXHIBIT A - NAVARRO COUNTY CR SE 2260 EASEMENT	
CITY OF CORSICANA	
 FLOWERS & LEIST, INC.	
DRAWN BY:	GIE
CHECKED BY:	CHL
DATE:	1 NOVEMBER 2007
PROJECT NO.:	2-401
SHEET NO.	1 OF 1

456

AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

The CITY OF CORSICANA, **Builder** of a raw water transmission line hereby contracts and covenants with **Navarro County** as follows:

I. The CITY OF CORSICANA, is in the process of constructing a utility line in **Navarro County**, Texas and it is necessary to cross County Road SE 3110, located in Precinct #2, more fully described on the maps attached hereto labeled Exhibit A, incorporated herein.

II. In consideration for **Navarro County** granting this permission through the issuance of a permit to lay a raw water transmission line adjacent to or crossing said county road above described in Navarro County, Texas, THE CITY OF CORSICANA, the **Builder**, herein warrants, agrees and covenants that this water line shall be constructed as follows:

- i. This county road shall be open cut and the line within shall NOT be cased. The raw water line shall be placed at a minimum cover depth of six (6) feet.
- ii. Product type: Raw Water obtained from Lake Richland-Chambers
- iii. Is this a new site: Yes
- iv. What is the transport route (beginning and end): Beginning at the City of Corsicana Raw Water Pump Station located in the Arrowhead Subdivision, traveling along the east side of CR SE 2240 to the south side of US HWY 287, thence to the west side of CR SE 3020 to the City of Corsicana Lake Halbert Water Treatment Plant.

III. In consideration of the granting of this permission to lay a raw water transmission 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 construction within this easement shall be the responsibility of the **Builder** and the **Builder** warrants and covenants that the area where the installation takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

457

1511

IV. The County of Navarro and THE CITY OF CORSICANA, 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 THE CITY OF CORSICANA, 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.

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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.

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Builder:	<u>Connie Standridge, City Manager</u>
Company Name:	<u>City of Corsicana</u>
Address:	<u>200 N. 12th Street</u>
	<u>Corsicana, TX 75110</u>
Phone Number:	<u>(903) 654-4803</u>

Navarro County
Precinct # _____

300 West 3rd Ave., Suite 14
Corsicana, TX 75110
903-654-3030

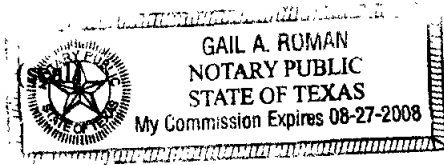
EXECUTED this 10 day of December, 2007.

[Signature]
County Judge

Sworn to and subscribed before me, the undersigned authority, on this
10 day of December, 2007.

[Signature]
Notary Public, State of Texas

Gail A. Roman
Printed Name



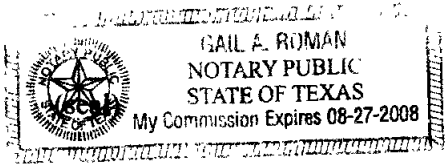
08-27-2008
Commission Expires

[Signature]
County Commissioner, Precinct # 2

Sworn to and subscribed before me, the undersigned authority, on this
10 day of December, 2007.

[Signature]
Notary Public, State of Texas

Gail A. Roman
Printed Name



08-27-2008
Commission Expires

459

212

Connie Standridge
Builder

Sworn to and subscribed before me, the undersigned authority, on this
____ day of _____, 2007.

Notary Public, State of Texas

(seal)

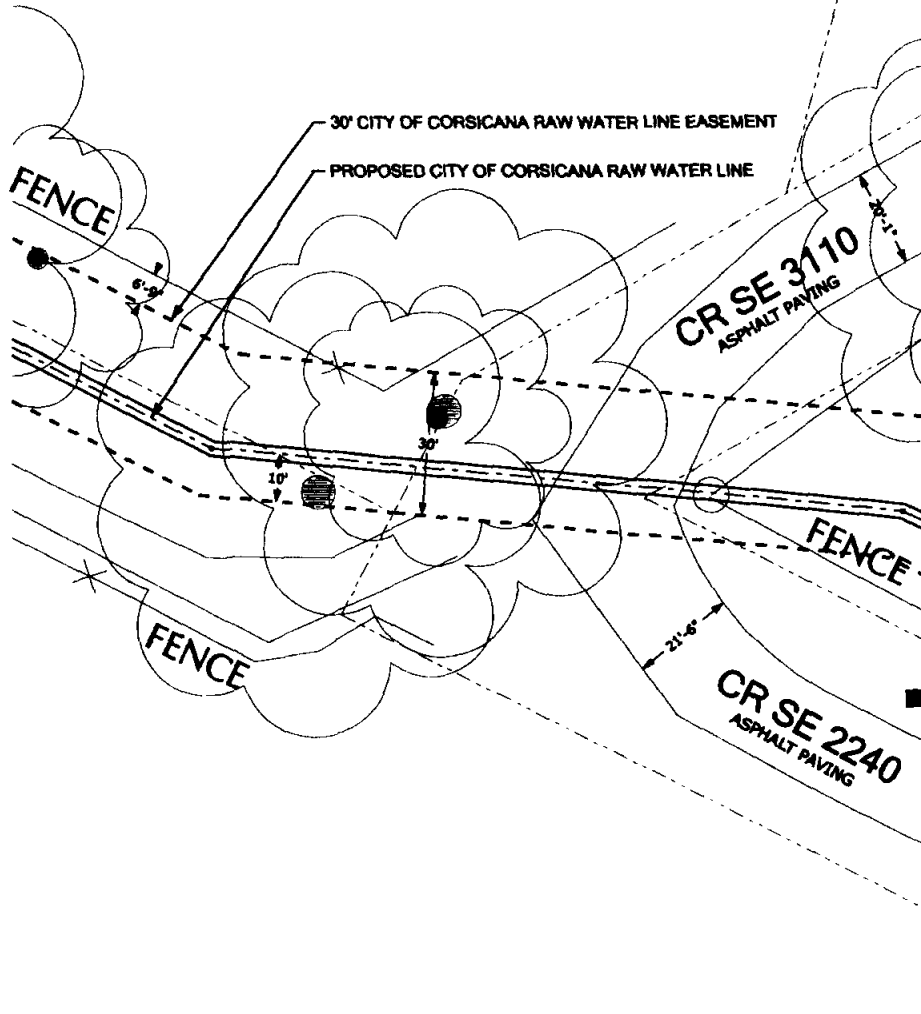
Printed Name

Commission Expires

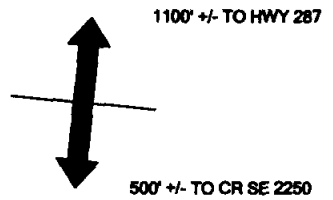
460

A-433 TR.14D
SURVEY J. JONES
JIMMY C THOMAS
8744 S HWY 287
CORSICANA TX 75109

A-433 TR. 14A
SURVEY J. JONES
JIMMY C THOMAS
8744 S HWY 287
CORSICANA TX 75109



A-433 TR.17
SURVEY J. JONES
DWAYNE & JENNIFER HAWKINSON
8806 S HWY 287
CORSICANA TX 75109



1100' +/- TO HWY 287

500' +/- TO CR SE 2250



COUNTY PRECINCT 2

36" RAW WATER TRANSMISSION LINE - RICHLAND-CHAMBERS TO LAKE HALBERT

EXHIBIT A - NAVARRO COUNTY CR SE 3110 EASEMENT

CITY OF CORSICANA



FLOWERS & LEIST, INC.

DRAWN BY:		GIE	DATE:	1 NOVEMBER 2007
CHECKED BY:		CHL	PROJECT NO.:	2-401
			SHEET NO.	1 OF 1

461

AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

The CITY OF CORSICANA, **Builder** of a raw water transmission line hereby contracts and covenants with **Navarro County** as follows:

I. The CITY OF CORSICANA, is in the process of constructing a utility line in **Navarro County**, Texas and it is necessary to cross County Road SE 2090, located in Precinct #2, more fully described on the maps attached hereto labeled Exhibit A, incorporated herein.

II. In consideration for **Navarro County** granting this permission through the issuance of a permit to lay a raw water transmission line adjacent to or crossing said county road above described in Navarro County, Texas, THE CITY OF CORSICANA, **the Builder**, herein warrants, agrees and covenants that this water line shall be constructed as follows:

- i. This county road shall be open cut and the line within shall NOT be cased. The raw water line shall be placed at a minimum cover depth of six (6) feet.
- ii. Product type: Raw Water obtained from Lake Richland-Chambers
- iii. Is this a new site: Yes
- iv. What is the transport route (beginning and end): Beginning at the City of Corsicana Raw Water Pump Station located in the Arrowhead Subdivision, traveling along the east side of CR SE 2240 to the south side of US HWY 287, thence to the west side of CR SE 3020 to the City of Corsicana Lake Halbert Water Treatment Plant.

III. In consideration of the granting of this permission to lay a raw water transmission 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 construction within this easement shall be the responsibility of the **Builder** and the **Builder** warrants and covenants that the area where the installation takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

462

462

IV. The County of Navarro and THE CITY OF CORSICANA, 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 THE CITY OF CORSICANA, 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:	<u>Connie Standridge, City Manager</u>
Company Name:	<u>City of Corsicana</u>
Address:	<u>200 N. 12th Street</u>
	<u>Corsicana, TX 75110</u>
Phone Number:	<u>(903) 654-4803</u>

463

463

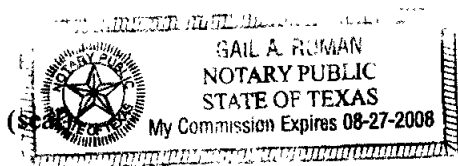
Navarro County
Precinct # _____

300 West 3rd Ave., Suite 14
Corsicana, TX 75110
903-654-3030

EXECUTED this 10 day of December, 2007.

[Signature]
County Judge

Sworn to and subscribed before me, the undersigned authority, on this
10 day of December, 2007.



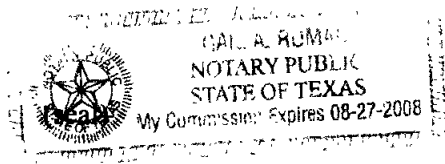
[Signature]
Notary Public, State of Texas

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
10 day of December 2007.



[Signature]
Notary Public, State of Texas

Gail A. Roman
Printed Name

08-27-2008
Commission Expires

464

464

Connie Standish
Builder

Sworn to and subscribed before me, the undersigned authority, on this _____ day of _____, 2007.

Notary Public, State of Texas

(seal)

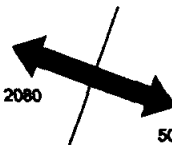
Printed Name

Commission Expires

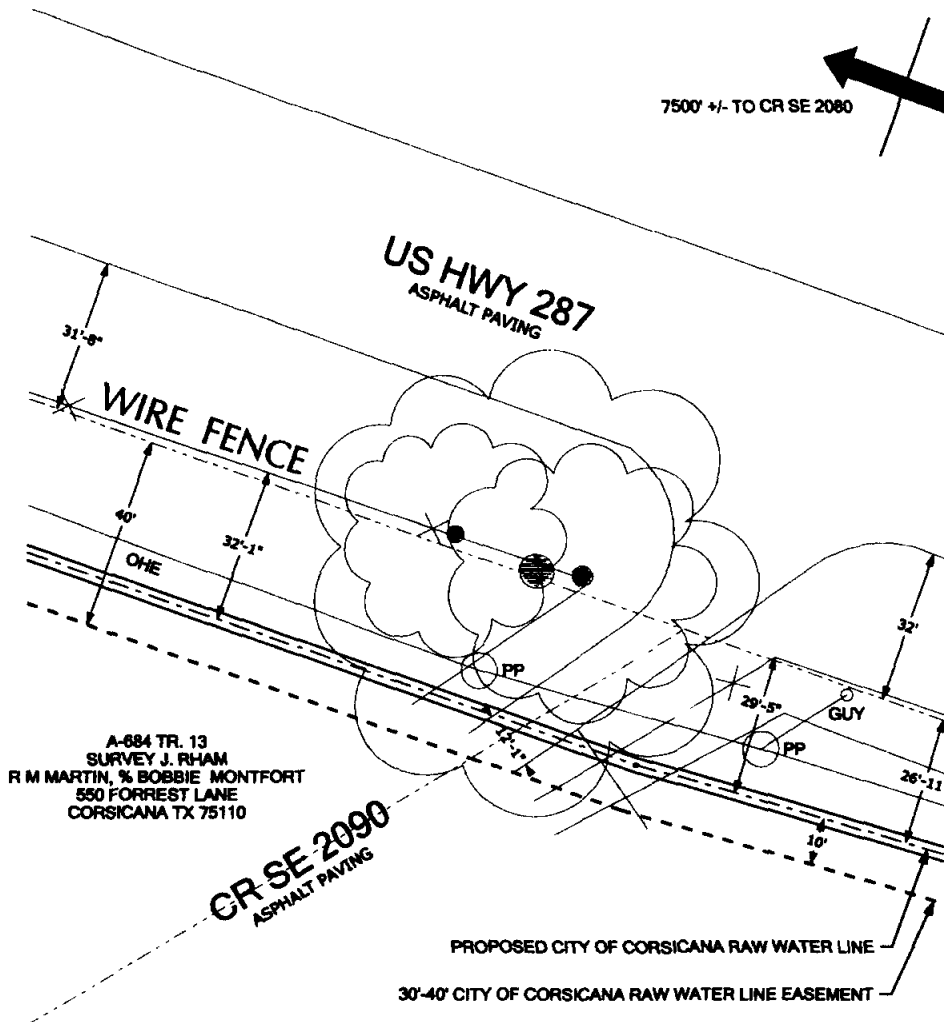
465

465

7500' +/- TO CR SE 2080



5000' +/- TO FM 637



A-684 TR. 13
SURVEY J. RHAM
R M MARTIN, % BOBBIE MONTFORT
550 FORREST LANE
CORSICANA TX 75110

A-409 TR. 2
SURVEY J. HENDRICKS
RONALD A WILLIS
319 N 12TH ST
CORSICANA TX 75110



COUNTY PRECINCT 2

36" RAW WATER TRANSMISSION LINE - RICHLAND-CHAMBERS TO LAKE HALBERT

EXHIBIT A - NAVARRO COUNTY CR SE 2090 EASEMENT

CITY OF CORSICANA



FLOWERS & LEIST, INC.

DRAWN BY:		GIE	DATE:	1 NOVEMBER 2007
CHECKED BY:		CHL	PROJECT NO.:	2-401
			SHEET NO.	1 OF 1

466

AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

The CITY OF CORSICANA, **Builder** of a raw water transmission line hereby contracts and covenants with **Navarro County** as follows:

I. The CITY OF CORSICANA, is in the process of constructing a utility line in **Navarro County**, Texas and it is necessary to cross County Road SE 2080, located in Precinct #3, more fully described on the maps attached hereto labeled Exhibit A, incorporated herein.

II. In consideration for **Navarro County** granting this permission through the issuance of a permit to lay a raw water transmission line adjacent to or crossing said county road above described in Navarro County, Texas, THE CITY OF CORSICANA, the **Builder**, herein warrants, agrees and covenants that this water line shall be constructed as follows:

- i. This county road shall be open cut and the line within shall NOT be cased. The raw water line shall be placed at a minimum cover depth of six (6) feet.
- ii. Product type: Raw Water obtained from Lake Richland-Chambers
- iii. Is this a new site: Yes
- iv. What is the transport route (beginning and end): Beginning at the City of Corsicana Raw Water Pump Station located in the Arrowhead Subdivision, traveling along the east side of CR SE 2240 to the south side of US HWY 287, thence to the west side of CR SE 3020 to the City of Corsicana Lake Halbert Water Treatment Plant.

III. In consideration of the granting of this permission to lay a raw water transmission 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 construction within this easement shall be the responsibility of the **Builder** and the **Builder** warrants and covenants that the area where the installation takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

I.

IV. The County of Navarro and THE CITY OF CORSICANA, 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 THE CITY OF CORSICANA, 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:	<u>Connie Standridge, City Manager</u>
Company Name:	<u>City of Corsicana</u>
Address:	<u>200 N. 12th Street</u>
	<u>Corsicana, TX 75110</u>
Phone Number:	<u>(903) 654-4803</u>

469

2007

Navarro County
Precinct # _____

300 West 3rd Ave., Suite 14
Corsicana, TX 75110
903-654-3030

EXECUTED this 10 day of December, 2007.

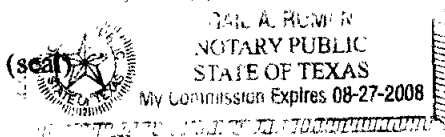
[Signature]
County Judge

Sworn to and subscribed before me, the undersigned authority, on this
10 day of December, 2007.

[Signature]
Notary Public, State of Texas

Gail A. Roman
Printed Name

08-27-2008
Commission Expires



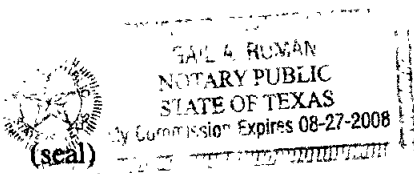
[Signature]
County Commissioner, Precinct # 2

Sworn to and subscribed before me, the undersigned authority, on this
10 day of December, 2007.

[Signature]
Notary Public, State of Texas

Gail A. Roman
Printed Name

08-27-2008
Commission Expires



469

40

Carrie Stauder

Builder

Sworn to and subscribed before me, the undersigned authority, on this
____ day of _____, 2007.

Notary Public, State of Texas

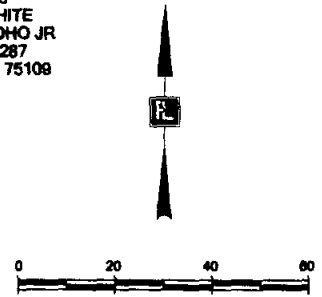
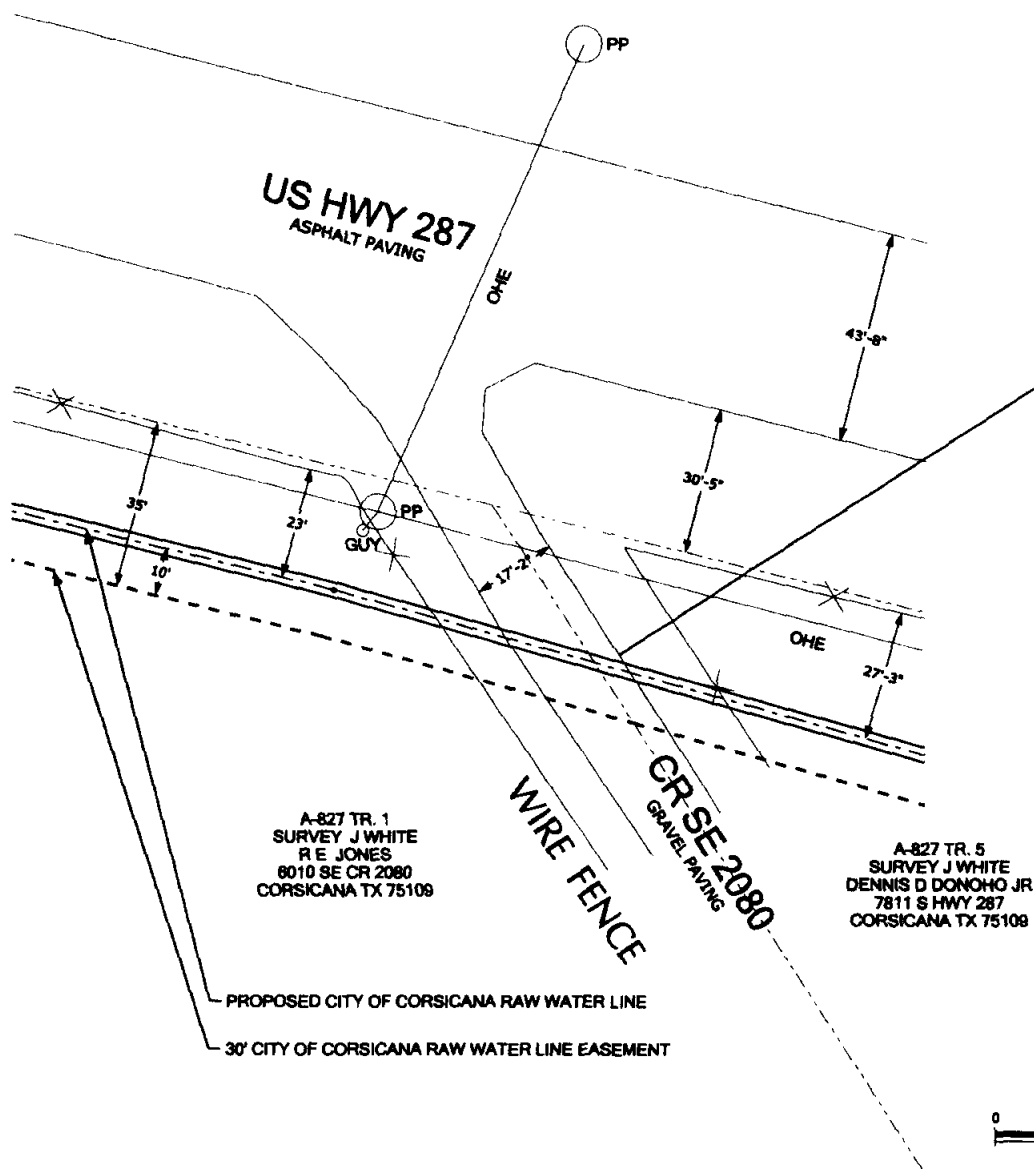
(seal)

Printed Name

Commission Expires

470

500' +/- TO CR SE 2070 7500' +/- TO CR SE 2080



COUNTY PRECINCT 3

36" RAW WATER TRANSMISSION LINE - RICHLAND-CHAMBERS TO LAKE HALBERT

EXHIBIT A - NAVARRO COUNTY CR SE 2080 EASEMENT

CITY OF CORSICANA



FLOWERS & LEIST, INC.

DRAWN BY:	GIE	DATE:	1 NOVEMBER 2007
CHECKED BY:	CHL	PROJECT NO.:	2-401
		SHEET NO.	1 OF 1

AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

471

471

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

The CITY OF CORSICANA, **Builder** of a raw water transmission line hereby contracts and covenants with **Navarro County** as follows:

I. The CITY OF CORSICANA, is in the process of constructing a utility line in **Navarro County**, Texas and it is necessary to cross south County Road SE 2070, located in Precinct #3, more fully described on the maps attached hereto labeled Exhibit A, incorporated herein.

II. In consideration for **Navarro County** granting this permission through the issuance of a permit to lay a raw water transmission line adjacent to or crossing said county road above described in Navarro County, Texas, THE CITY OF CORSICANA, the **Builder**, herein warrants, agrees and covenants that this water line shall be constructed as follows:

- i. This county road shall be open cut and the line within shall NOT be cased. The raw water line shall be placed at a minimum cover depth of six (6) feet.
- ii. Product type: Raw Water obtained from Lake Richland-Chambers
- iii. Is this a new site: Yes
- iv. What is the transport route (beginning and end): Beginning at the City of Corsicana Raw Water Pump Station located in the Arrowhead Subdivision, traveling along the east side of CR SE 2240 to the south side of US HWY 287, thence to the west side of CR SE 3020 to the City of Corsicana Lake Halbert Water Treatment Plant.

III. In consideration of the granting of this permission to lay a raw water transmission 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 construction within this easement shall be the responsibility of the **Builder** and the **Builder** warrants and covenants that the area where the installation 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 THE CITY OF CORSICANA, 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 THE CITY OF CORSICANA, 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:	<u>Connie Standridge, City Manager</u>
Company Name:	<u>City of Corsicana</u>
Address:	<u>200 N. 12th Street</u>
	<u>Corsicana, TX 75110</u>
Phone Number:	<u>(903) 654-4803</u>

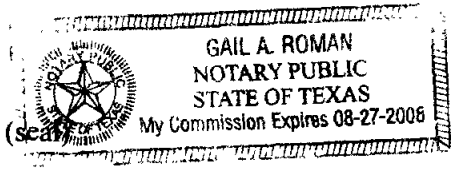
Navarro County
Precinct # _____

300 West 3rd Ave., Suite 14
Corsicana, TX 75110
903-654-3030

EXECUTED this 10 day of December, 2007.

[Signature]
County Judge

Sworn to and subscribed before me, the undersigned authority, on this
10 day of December, 2007.



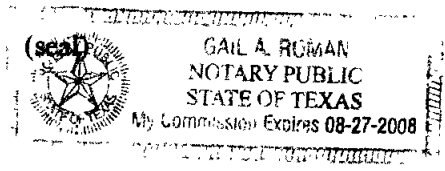
Gail A. Roman
Notary Public, State of Texas

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
10 day of December, 2007.



Gail A. Roman
Notary Public, State of Texas

Gail A. Roman
Printed Name

08-27-2008
Commission Expires

414

Corrie Stoner Dyer
Builder

Sworn to and subscribed before me, the undersigned authority, on this _____ day of _____, 2007.

Notary Public, State of Texas

(seal)

Printed Name

Commission Expires

475

A-885 TR. 1
SURVEY J. RHAM
DARWIN Y MILLER
1425 COLUMBIA
CORSICANA TX 75110

2200' +/- TO CR SE 2070 N 500' +/- TO CR SE 2080

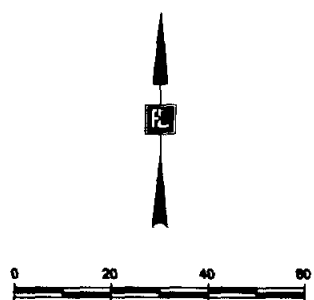
US HWY 287
ASPHALT PAVING

CR SE 2070 S
GRAVEL PAVING

WIRE FENCE

PROPOSED CITY OF CORSICANA RAW WATER LINE
35' CITY OF CORSICANA RAW WATER LINE EASEMENT

A-827 TR. 1
SURVEY J WHITE
R E JONES
6010 SE CR 2080
CORSICANA TX 75109



COUNTY PRECINCT 3

36" RAW WATER TRANSMISSION LINE - RICHLAND-CHAMBERS TO LAKE HALBERT

EXHIBIT A - NAVARRO COUNTY SOUTH CR SE 2070 EASEMENT

CITY OF CORSICANA



FLOWERS & LEIST, INC.

DRAWN BY:		GIE	DATE:	1 NOVEMBER 2007
CHECKED BY:		CHL	PROJECT NO.:	2-401
			SHEET NO.	1 OF 1

476

476

AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

The CITY OF CORSICANA, **Builder** of a raw water transmission line hereby contracts and covenants with **Navarro County** as follows:

I. The CITY OF CORSICANA, is in the process of constructing a utility line in **Navarro County**, Texas and it is necessary to cross north County Road SE 2070, located in Precinct #2, more fully described on the maps attached hereto labeled Exhibit A, incorporated herein.

II. In consideration for **Navarro County** granting this permission through the issuance of a permit to lay a raw water transmission line adjacent to or crossing said county road above described in Navarro County, Texas, THE CITY OF CORSICANA, the **Builder**, herein warrants, agrees and covenants that this water line shall be constructed as follows:

- i. This county road shall be open cut and the line within shall NOT be cased. The raw water line shall be placed at a minimum cover depth of six (6) feet.
- ii. Product type: Raw Water obtained from Lake Richland-Chambers
- iii. Is this a new site: Yes
- iv. What is the transport route (beginning and end): Beginning at the City of Corsicana Raw Water Pump Station located in the Arrowhead Subdivision, traveling along the east side of CR SE 2240 to the south side of US HWY 287, thence to the west side of CR SE 3020 to the City of Corsicana Lake Halbert Water Treatment Plant.

III. In consideration of the granting of this permission to lay a raw water transmission 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 construction within this easement shall be the responsibility of the **Builder** and the **Builder** warrants and covenants that the area where the installation 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 THE CITY OF CORSICANA, 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 THE CITY OF CORSICANA, 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:	<u>Connie Standridge, City Manager</u>
Company Name:	<u>City of Corsicana</u>
Address:	<u>200 N. 12th Street</u>
	<u>Corsicana, TX 75110</u>
Phone Number:	<u>(903) 654-4803</u>

Navarro County
Precinct # _____

300 West 3rd Ave., Suite 14
Corsicana, TX 75110
903-654-3030

EXECUTED this 10 day of December, 2007.

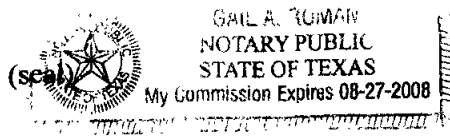
[Signature]
County Judge

Sworn to and subscribed before me, the undersigned authority, on this
10 day of December, 2007.

Gail A. Roman
Notary Public, State of Texas

Gail A. Roman
Printed Name

08-27-2008
Commission Expires



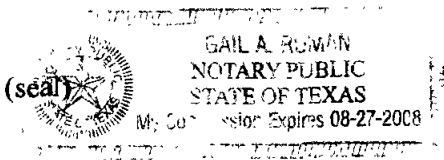
[Signature]
County Commissioner, Precinct # 2

Sworn to and subscribed before me, the undersigned authority, on this
10 day of December, 2007.

Gail A. Roman
Notary Public, State of Texas

Gail A. Roman
Printed Name

08-27-2008
Commission Expires



419

Connie Standridge
Builder

Sworn to and subscribed before me, the undersigned authority, on this
____ day of _____, 2007.

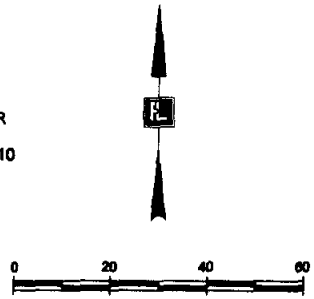
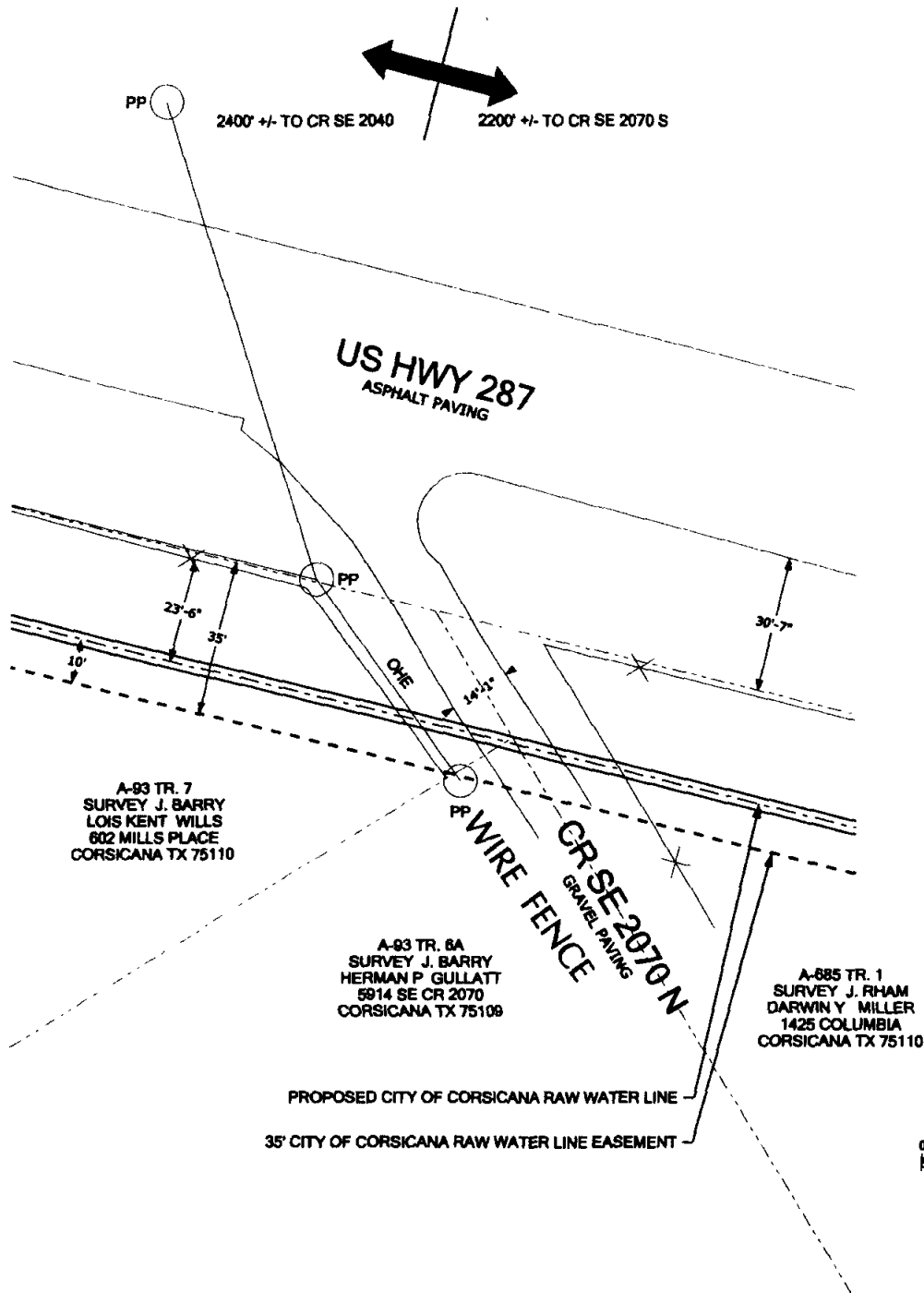
Notary Public, State of Texas

(seal)

Printed Name

Commission Expires

480



COUNTY PRECINCT 3

36" RAW WATER TRANSMISSION LINE - RICHLAND-CHAMBERS TO LAKE HALBERT

EXHIBIT A - NAVARRO COUNTY NORTH CR SE 2070 EASEMENT

CITY OF CORSICANA



FLOWERS & LEIST, INC.

DRAWN BY:		GIE	DATE:	1 NOVEMBER 2007
CHECKED BY:		CHL	PROJECT NO.:	2-401
			SHEET NO.	1 OF 1

48'

AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

The CITY OF CORSICANA, **Builder** of a raw water transmission line hereby contracts and covenants with **Navarro County** as follows:

I. The CITY OF CORSICANA, is in the process of constructing a utility line in **Navarro County**, Texas and it is necessary to cross County Road SE 2040, located in Precinct #3, more fully described on the maps attached hereto labeled Exhibit A, incorporated herein.

II. In consideration for **Navarro County** granting this permission through the issuance of a permit to lay a raw water transmission line adjacent to or crossing said county road above described in Navarro County, Texas, THE CITY OF CORSICANA, **the Builder**, herein warrants, agrees and covenants that this water line shall be constructed as follows:

- i. This county road shall be open cut and the line within shall NOT be cased. The raw water line shall be placed at a minimum cover depth of six (6) feet.
- ii. Product type: Raw Water obtained from Lake Richland-Chambers
- iii. Is this a new site: Yes
- iv. What is the transport route (beginning and end): Beginning at the City of Corsicana Raw Water Pump Station located in the Arrowhead Subdivision, traveling along the east side of CR SE 2240 to the south side of US HWY 287, thence to the west side of CR SE 3020 to the City of Corsicana Lake Halbert Water Treatment Plant.

III. In consideration of the granting of this permission to lay a raw water transmission 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 construction within this easement shall be the responsibility of the **Builder** and the **Builder** warrants and covenants that the area where the installation 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 THE CITY OF CORSICANA, 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 THE CITY OF CORSICANA, 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:	<u>Connie Standridge, City Manager</u>
Company Name:	<u>City of Corsicana</u>
Address:	<u>200 N. 12th Street</u>
	<u>Corsicana, TX 75110</u>
Phone Number:	<u>(903) 654-4803</u>

483

Navarro County
Precinct # _____

300 West 3rd Ave., Suite 14
Corsicana, TX 75110
903-654-3030

EXECUTED this 10 day of December, 2007.

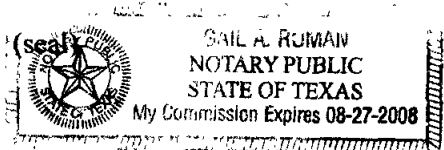
[Signature]
County Judge

Sworn to and subscribed before me, the undersigned authority, on this
10 day of December, 2007.

[Signature]
Notary Public, State of Texas

Gail A. Roman
Printed Name

08-27-2008
Commission Expires



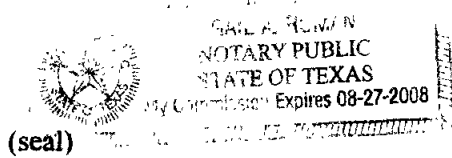
[Signature]
County Commissioner, Precinct # 2

Sworn to and subscribed before me, the undersigned authority, on this
10 day of December, 2007.

[Signature]
Notary Public, State of Texas

Gail A. Roman
Printed Name

08-27-2008
Commission Expires



484

Carrie Standridge

Builder

Sworn to and subscribed before me, the undersigned authority, on this
____ day of _____, 2007.

Notary Public, State of Texas

(seal)

Printed Name

Commission Expires

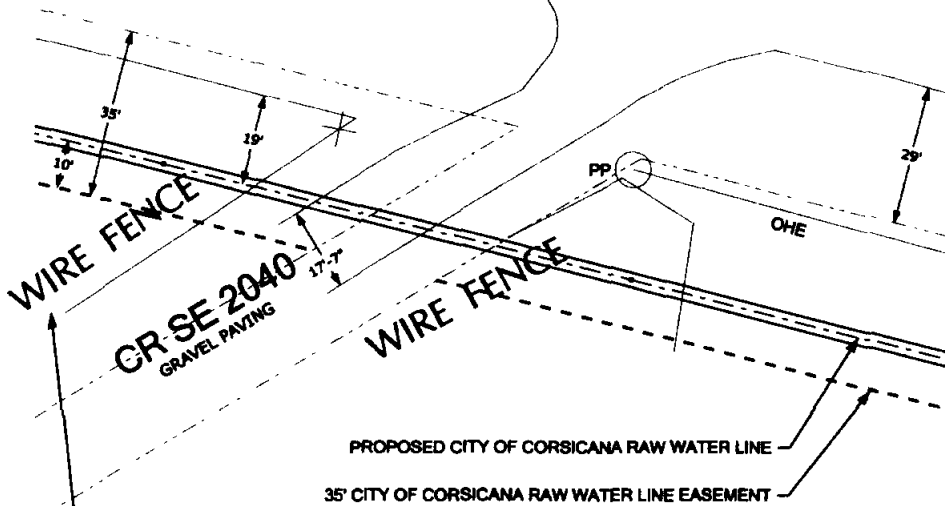
485



2350' +/- TO CR SE 3620

2400' +/- TO CR SE 2070 N

US HWY 287
ASPHALT PAVING



A-726 TR. 87
 SURVEY J. SMITH
 WANDA MILLER
 1425 COLUMBIA
 CORSICANA TX 75110

A-83 TR. 9
 SURVEY J. BARRY
 H P GULLATT
 5814 SE CR 2070
 CORSICANA TX 75109



COUNTY PRECINCT 3

36" RAW WATER TRANSMISSION LINE -
RICHLAND-CHAMBERS TO LAKE HALBERT

EXHIBIT A - NAVARRO COUNTY
CR SE 2040 EASEMENT

CITY OF CORSICANA



FLOWERS & LEIST, INC.

DRAWN BY:		GIE	DATE:	1 NOVEMBER 2007
CHECKED BY:		CHL	PROJECT NO.:	2-401
			SHEET NO.	1 OF 1

486

ct

AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

The CITY OF CORSICANA, **Builder** of a raw water transmission line hereby contracts and covenants with **Navarro County** as follows:

I. The CITY OF CORSICANA, is in the process of constructing a utility line in **Navarro County**, Texas and it is necessary to cross County Road SE 3030, located in Precinct #2, more fully described on the maps attached hereto labeled Exhibit A, incorporated herein.

II. In consideration for **Navarro County** granting this permission through the issuance of a permit to lay a raw water transmission line adjacent to or crossing said county road above described in Navarro County, Texas, THE CITY OF CORSICANA, the **Builder**, herein warrants, agrees and covenants that this water line shall be constructed as follows:

- i. This county road shall be open cut and the line within shall NOT be cased. The raw water line shall be placed at a minimum cover depth of six (6) feet.
- ii. Product type: Raw Water obtained from Lake Richland-Chambers
- iii. Is this a new site: Yes
- iv. What is the transport route (beginning and end): Beginning at the City of Corsicana Raw Water Pump Station located in the Arrowhead Subdivision, traveling along the east side of CR SE 2240 to the south side of US HWY 287, thence to the west side of CR SE 3020 to the City of Corsicana Lake Halbert Water Treatment Plant.

III. In consideration of the granting of this permission to lay a raw water transmission 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 construction within this easement shall be the responsibility of the **Builder** and the **Builder** warrants and covenants that the area where the installation 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 THE CITY OF CORSICANA, 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 THE CITY OF CORSICANA, 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:	<u>Connie Standridge, City Manager</u>
Company Name:	<u>City of Corsicana</u>
Address:	<u>200 N. 12th Street</u>
	<u>Corsicana, TX 75110</u>
Phone Number:	<u>(903) 654-4803</u>

488

67

Navarro County
Precinct # _____

300 West 3rd Ave., Suite 14
Corsicana, TX 75110
903-654-3030

EXECUTED this 10 day of December, 2007.

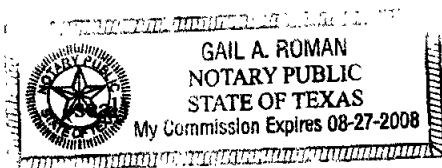
[Signature]
County Judge

Sworn to and subscribed before me, the undersigned authority, on this
10 day of December, 2007.

[Signature]
Notary Public, State of Texas

Gail A. Roman
Printed Name

08-27-2008
Commission Expires



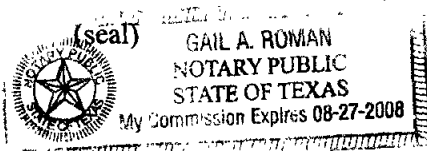
[Signature]
County Commissioner, Precinct # 2

Sworn to and subscribed before me, the undersigned authority, on this
10 day of December, 2007.

[Signature]
Notary Public, State of Texas

Gail A. Roman
Printed Name

08-27-2008
Commission Expires



489

Connie Standidge
Builder

Sworn to and subscribed before me, the undersigned authority, on this
____ day of _____, 2007.

Notary Public, State of Texas

(seal)

Printed Name

Commission Expires

490

A-726 TR. 81
SURVEY J. SMITH
J R BUSH % DON R BUSH
2909 OAKRIDGE
CORSICANA TX 75110

30' CITY OF CORSICANA RAW WATER LINE EASEMENT

PROPOSED CITY OF CORSICANA RAW WATER LINE

9100' +/- TO FM 837

2100' +/- TO HWY 287

A-726 TR. 87C
SURVEY J. SMITH
MIKE BRASHEAR
PO BOX 1214
CORSICANA TX 75151

CR SE 3030
GRAVEL PAVING

A-726 TR. 87D
SURVEY J. SMITH
BMG LIMITED PARTNERSHIP
1333 CORPORATE DRIVE STE245
DALLAS TX 75038

PP

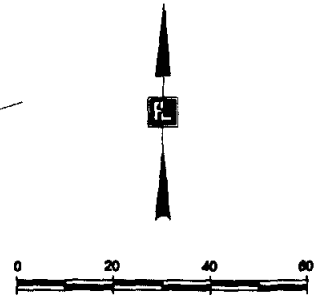
CHAINLINK FENCE

O.M.E.

CR SE 3020
GRAVEL PAVING

PROPOSED CITY OF CORSICANA
RAW WATER LINE

A-726 TR. 87C
SURVEY J. SMITH
MIKE BRASHEAR
PO BOX 1214
CORSICANA TX 75151



COUNTY PRECINCT 2

36" RAW WATER TRANSMISSION LINE -
RICHLAND-CHAMBERS TO LAKE HALBERT

EXHIBIT A - NAVARRO COUNTY
CR SE 3030 EASEMENT

CITY OF CORSICANA



FLOWERS & LEIST, INC.

DRAWN BY:		GIE	DATE:	1 NOVEMBER 2007
CHECKED BY:		CHL	PROJECT NO.:	2-401
			SHEET NO.	1 OF 1

491

AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

The CITY OF CORSICANA, **Builder** of a raw water transmission line hereby contracts and covenants with **Navarro County** as follows:

I. The CITY OF CORSICANA, is in the process of constructing a utility line in **Navarro County**, Texas and it is necessary to cross County Road SE 3020, located in Precinct #2, more fully described on the maps attached hereto labeled Exhibit A, incorporated herein.

II. In consideration for **Navarro County** granting this permission through the issuance of a permit to lay a raw water transmission line adjacent to or crossing said county road above described in Navarro County, Texas, THE CITY OF CORSICANA, **the Builder**, herein warrants, agrees and covenants that this water line shall be constructed as follows:

- i. This county road shall be open cut and the line within shall NOT be cased. The raw water line shall be placed at a minimum cover depth of six (6) feet.
- ii. Product type: Raw Water obtained from Lake Richland-Chambers
- iii. Is this a new site: Yes
- iv. What is the transport route (beginning and end): Beginning at the City of Corsicana Raw Water Pump Station located in the Arrowhead Subdivision, traveling along the east side of CR SE 2240 to the south side of US HWY 287, thence to the west side of CR SE 3020 to the City of Corsicana Lake Halbert Water Treatment Plant.

III. In consideration of the granting of this permission to lay a raw water transmission 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 construction within this easement shall be the responsibility of the **Builder** and the **Builder** warrants and covenants that the area where the installation takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

I.

IV. The County of Navarro and THE CITY OF CORSICANA, 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 THE CITY OF CORSICANA, 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:	<u>Connie Standridge, City Manager</u>
Company Name:	<u>City of Corsicana</u>
Address:	<u>200 N. 12th Street</u>
	<u>Corsicana, TX 75110</u>
Phone Number:	<u>(903) 654-4803</u>

493

Navarro County
Precinct # _____

300 West 3rd Ave., Suite 14
Corsicana, TX 75110
903-654-3030

EXECUTED this 10 day of December, 2007.

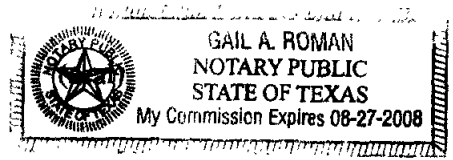
[Signature]
County Judge

Sworn to and subscribed before me, the undersigned authority, on this
10 day of December, 2007.

[Signature]
Notary Public, State of Texas

Gail Roman
Printed Name

08-27-2008
Commission Expires



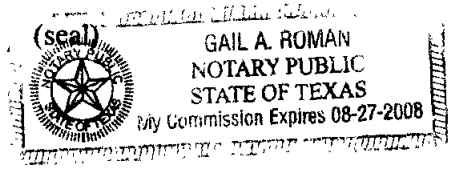
[Signature]
County Commissioner, Precinct # 2

Sworn to and subscribed before me, the undersigned authority, on this
10 day of December, 2007.

[Signature]
Notary Public, State of Texas

Gail A. Roman
Printed Name

08-27-2008
Commission Expires



494

Carrie Staudigl
Builder

Sworn to and subscribed before me, the undersigned authority, on this
____ day of _____, 2007.

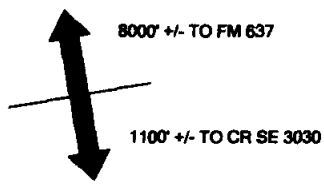
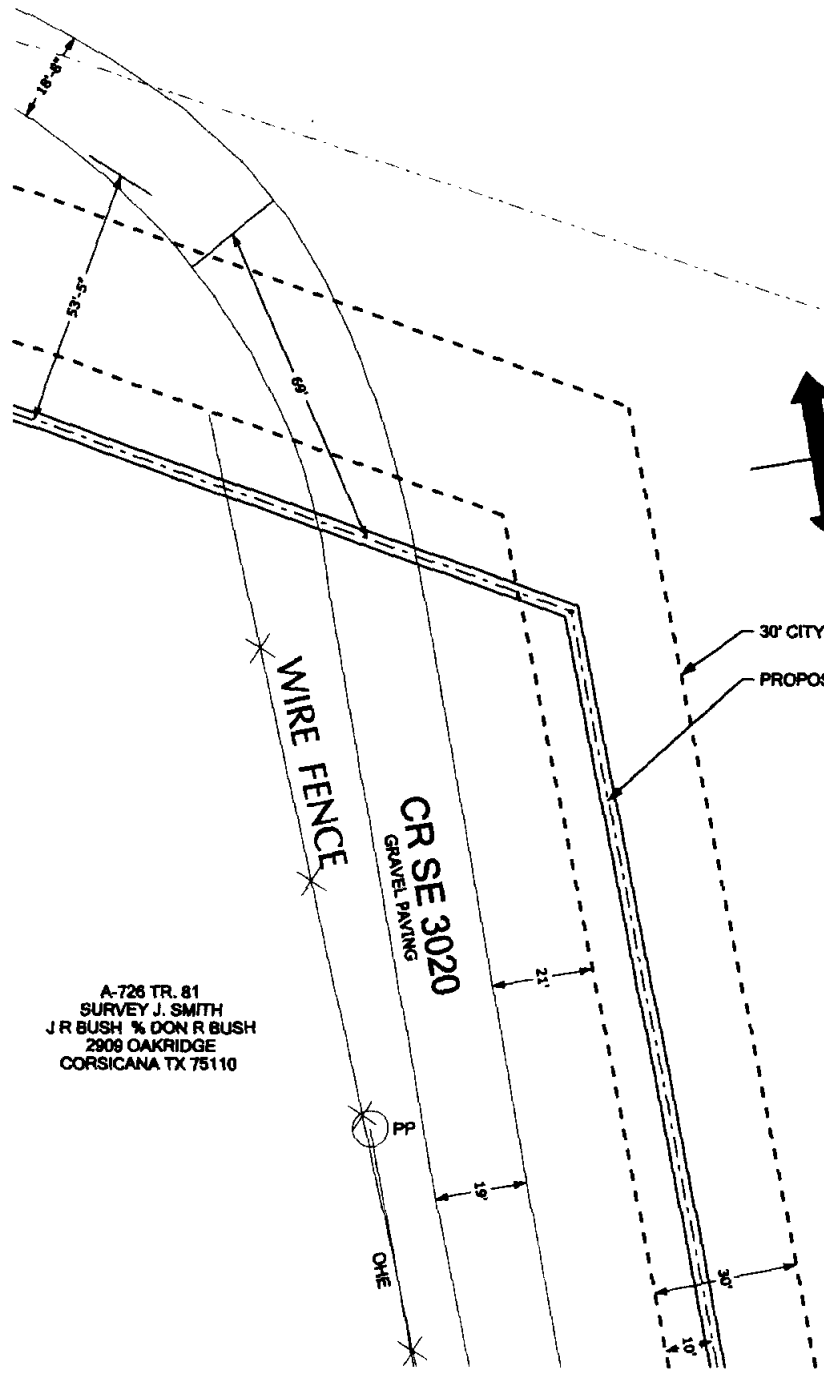
Notary Public, State of Texas

(seal)

Printed Name

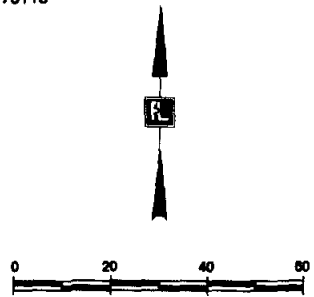
Commission Expires

495



A-726 TR. 81
 SURVEY J. SMITH
 J R BUSH % DON R BUSH
 2909 OAKRIDGE
 CORSICANA TX 75110

A-726 TR. 81
 SURVEY J. SMITH
 J R BUSH % DON R BUSH
 2909 OAKRIDGE
 CORSICANA TX 75110



COUNTY PRECINCT 2

36" RAW WATER TRANSMISSION LINE - RICHLAND-CHAMBERS TO LAKE HALBERT

EXHIBIT A - NAVARRO COUNTY CR SE 3020 EASEMENT

CITY OF CORSICANA

 **FLOWERS & LEIST, INC.**

DRAWN BY:	GIE	DATE:	1 NOVEMBER 2007
CHECKED BY:	CHL	PROJECT NO.:	2-401
		SHEET NO.	1 OF 1

496

AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

The CITY OF CORSICANA, **Builder** of a raw water transmission line hereby contracts and covenants with **Navarro County** as follows:

I. The CITY OF CORSICANA, is in the process of constructing a utility line in **Navarro County**, Texas and it is necessary to cross County Road SE 3020, located in Precinct #2, more fully described on the maps attached hereto labeled Exhibit A, incorporated herein.

II. In consideration for **Navarro County** granting this permission through the issuance of a permit to lay a raw water transmission line adjacent to or crossing said county road above described in Navarro County, Texas, THE CITY OF CORSICANA, the **Builder**, herein warrants, agrees and covenants that this water line shall be constructed as follows:

- i. This county road shall be open cut and the line within shall NOT be cased. The raw water line shall be placed at a minimum cover depth of six (6) feet.
- ii. Product type: Raw Water obtained from Lake Richland-Chambers
- iii. Is this a new site: Yes
- iv. What is the transport route (beginning and end): Beginning at the City of Corsicana Raw Water Pump Station located in the Arrowhead Subdivision, traveling along the east side of CR SE 2240 to the south side of US HWY 287, thence to the west side of CR SE 3020 to the City of Corsicana Lake Halbert Water Treatment Plant.

III. In consideration of the granting of this permission to lay a raw water transmission 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 construction within this easement shall be the responsibility of the **Builder** and the **Builder** warrants and covenants that the area where the installation 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 THE CITY OF CORSICANA, 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 THE CITY OF CORSICANA, 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.

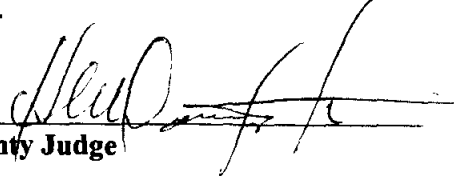
Builder:	<u>Connie Standridge, City Manager</u>
Company Name:	<u>City of Corsicana</u>
Address:	<u>200 N. 12th Street</u>
	<u>Corsicana, TX 75110</u>
Phone Number:	<u>(903) 654-4803</u>

498

Navarro County
Precinct # _____

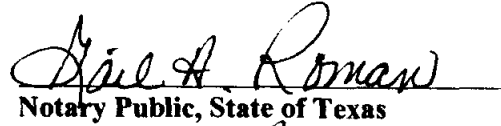
300 West 3rd Ave., Suite 14
Corsicana, TX 75110
903-654-3030

EXECUTED this 10 day of December, 2007.



County Judge

Sworn to and subscribed before me, the undersigned authority, on this
10 day of December, 2007.



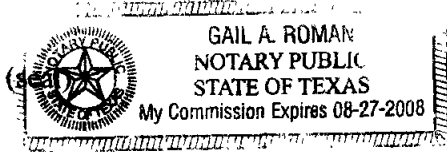
Notary Public, State of Texas

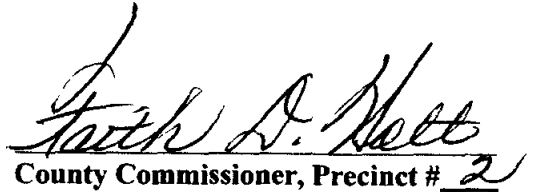
Gail A. Roman

Printed Name

08-27-2008

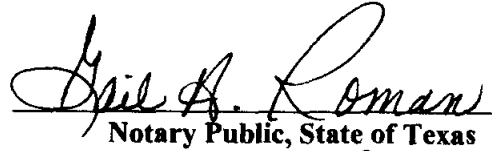
Commission Expires





County Commissioner, Precinct # 2

Sworn to and subscribed before me, the undersigned authority, on this
10 day of December, 2007.



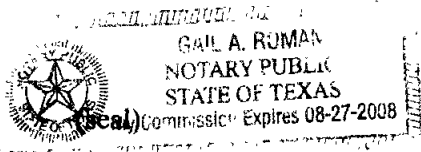
Notary Public, State of Texas

Gail A. Roman

Printed Name

08-27-2008

Commission Expires



499

Carrie Sandridge

Builder

Sworn to and subscribed before me, the undersigned authority, on this _____ day of _____, 2007.

Notary Public, State of Texas

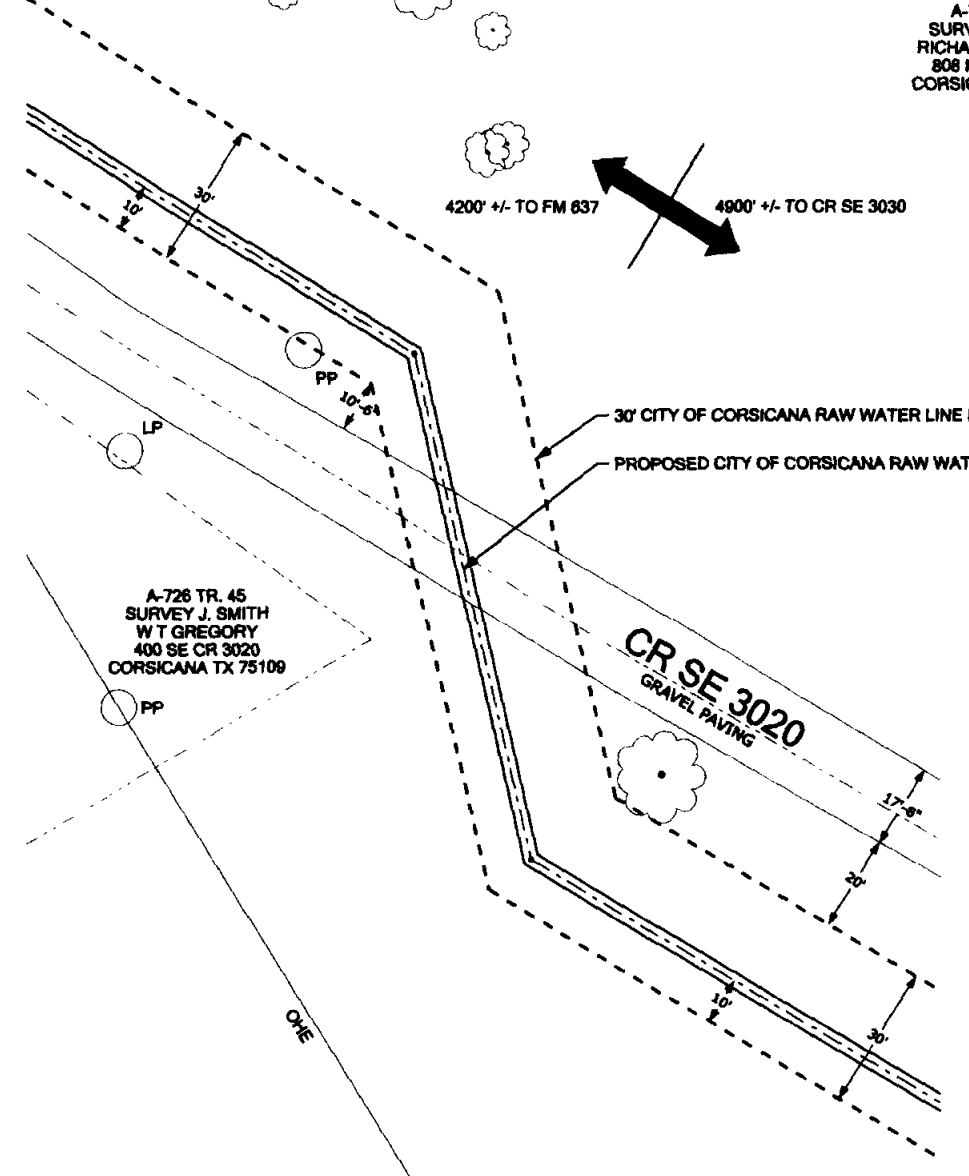
(seal)

Printed Name

Commission Expires

500

A-726 TR. 79
SURVEY J. SMITH
RICHARD CUMMINS
808 IMPERIAL LN
CORSIANA TX 75110



A-726 TR. 45
SURVEY J. SMITH
W T GREGORY
400 SE CR 3020
CORSIANA TX 75109

A-726 TR.41
SURVEY J. SMITH
WE & ELSIE I JOHNSON
% DON JOHNSON
608 112TH ST
ARLINGTON TX 78011

COUNTY PRECINCT 2

36" RAW WATER TRANSMISSION LINE -
RICHLAND-CHAMBERS TO LAKE HALBERT

EXHIBIT A - NAVARRO COUNTY
CR SE 3020 EASEMENT

CITY OF CORSICANA



FLOWERS & LEIST, INC.

DRAWN BY:		GIE	DATE:	1 NOVEMBER 2007
CHECKED BY:		CHL	PROJECT NO.:	2-401
			SHEET NO.	1 OF 1

501

501

AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

The CITY OF CORSICANA, **Builder** of a raw water transmission line hereby contracts and covenants with **Navarro County** as follows:

I. The CITY OF CORSICANA, is in the process of constructing a utility line in **Navarro County**, Texas and it is necessary to cross County Road SE 50, located in Precinct #2, more fully described on the maps attached hereto labeled Exhibit A, incorporated herein.

II. In consideration for **Navarro County** granting this permission through the issuance of a permit to lay a raw water transmission line adjacent to or crossing said county road above described in Navarro County, Texas, THE CITY OF CORSICANA, the **Builder**, herein warrants, agrees and covenants that this water line shall be constructed as follows:

- i. This county road shall be open cut and the line within shall NOT be cased. The raw water line shall be placed at a minimum cover depth of six (6) feet.
- ii. Product type: Raw Water obtained from Lake Richland-Chambers

- iii. Is this a new site: Yes

- iv. What is the transport route (beginning and end): Beginning at the City of Corsicana Raw Water Pump Station located in the Arrowhead Subdivision, traveling along the east side of CR SE 2240 to the south side of US HWY 287, thence to the west side of CR SE 3020 to the City of Corsicana Lake Halbert Water Treatment Plant.

III. In consideration of the granting of this permission to lay a raw water transmission 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 construction within this easement shall be the responsibility of the **Builder** and the **Builder** warrants and covenants that the area where the installation 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 THE CITY OF CORSICANA, 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 THE CITY OF CORSICANA, 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.

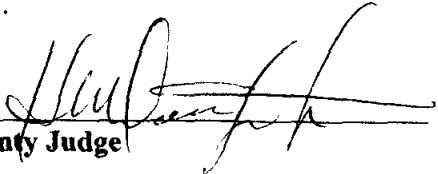
Builder:	<u>Connie Standridge, City Manager</u>
Company Name:	<u>City of Corsicana</u>
Address:	<u>200 N. 12th Street</u>
	<u>Corsicana, TX 75110</u>
Phone Number:	<u>(903) 654-4803</u>

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Navarro County
Precinct # _____

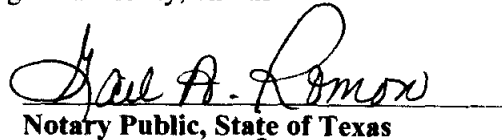
300 West 3rd Ave., Suite 14
Corsicana, TX 75110
903-654-3030

EXECUTED this 10 day of December, 2007.



County Judge

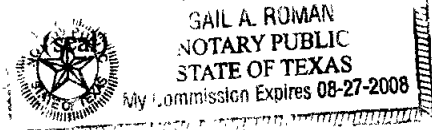
Sworn to and subscribed before me, the undersigned authority, on this
10 day of December, 2007.

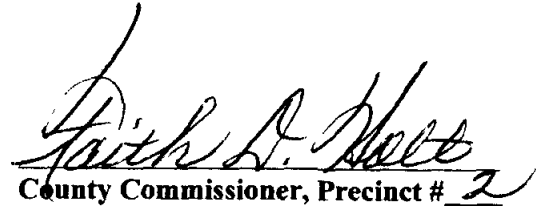


Notary Public, State of Texas

Gail A. Roman
Printed Name

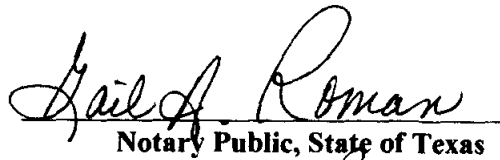
08-27-2008
Commission Expires





County Commissioner, Precinct # 2

Sworn to and subscribed before me, the undersigned authority, on this
10 day of December, 2007.

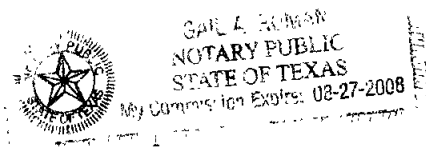


Notary Public, State of Texas

Gail A. Roman
Printed Name

08-27-2008
Commission Expires

(seal)



504

Cornie Standley
Builder

Sworn to and subscribed before me, the undersigned authority, on this
____ day of _____, 2007.

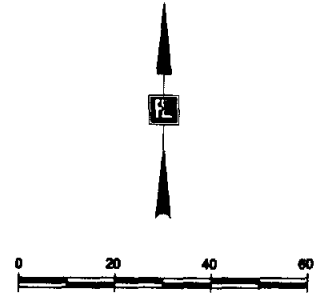
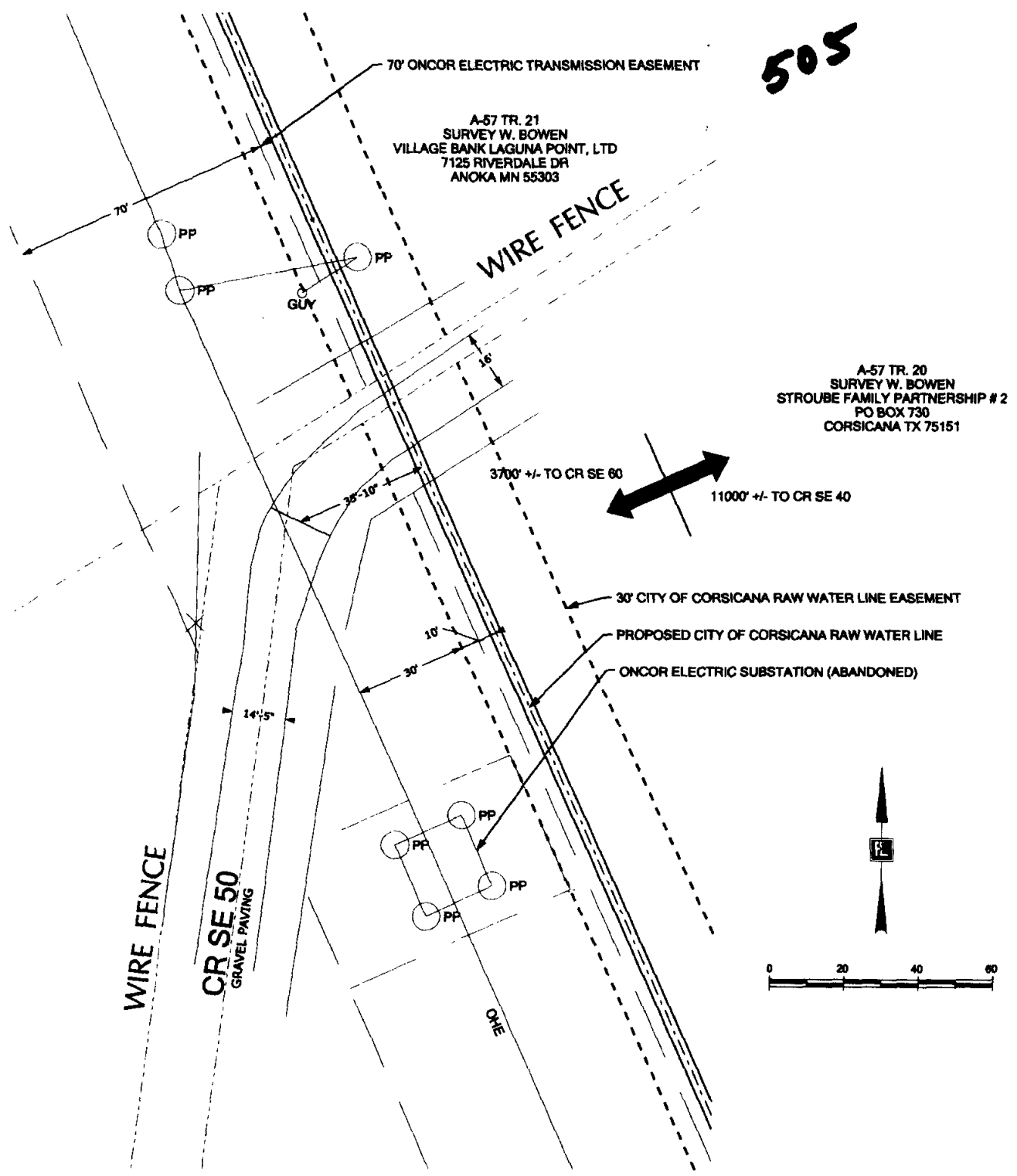
Notary Public, State of Texas

(seal)

Printed Name

Commission Expires

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COUNTY PRECINCT 2

36" RAW WATER TRANSMISSION LINE - RICHLAND-CHAMBERS TO LAKE HALBERT

EXHIBIT A - NAVARRO COUNTY CR SE 50 EASEMENT

CITY OF CORSICANA



DRAWN BY:		GIE	DATE:	1 NOVEMBER 2007
CHECKED BY:		CHL	PROJECT NO.:	2-401
			SHEET NO.	1 OF 1

STATE OF TEXAS §

COUNTY OF NAVARRO §

AGREEMENT

This agreement by and between NAVARRO COUNTY (hereinafter "COUNTY") and **Blooming Grove Independent School District** (hereinafter "SCHOOL") acting by and through its duly authorized representative, as follows, that

WHEREAS, it is in the best interest of the citizens of Navarro County for local government to cooperate, where possible, in the provision of governmental functions, services and purchasing where such cooperation will result in a more efficient, higher quality and/or more cost-effective provision of such functions, services and/or purchases; and

WHEREAS, the County and School have found it advisable to enter into an Interlocal Cooperation Agreement as authorized by Chapter 791 of the *Texas Local Government Code* for the provision of functions and services relating to providing vehicle(s) for Blooming Grove Independent School District; and

WHEREAS, the county recognizes the School does not have the resources available in the form of police vehicles; and

WHEREAS, the County realizes assistance and support from the Navarro County Sheriff's Department would be helpful in providing necessary used police vehicles to the School

NOW THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

SECTION I: SCOPE OF SERVICES

- (a) County will provide one (1) used police vehicle (1997 Ford Crown Victoria, License # 730191, Vin. # 2FALP71WVX225156) for use by the School
- (b) School will furnish and be responsible for all maintenance of the aforementioned vehicles at no cost to the County. Said maintenance shall include, but not be limited to any and all repairs, parts, labor, tires, fuel and liability insurance.
- (c) School agrees to return the above-mentioned vehicle for auction by the County whenever the School can no longer utilize said vehicle.

SECTION II: TERMS OF AGREEMENT

- (a) The primary terms of this Agreement shall be one (1) year. The Agreement will renew automatically each year unless notice is given as described in Section II (b).
- (b) Either party to this Agreement may cancel and terminate the same upon ten (10) days written notice.

SECTION III: MISCELLANEOUS TERMS AND CONDITIONS

- (a) To the extent allowed by law, the School holds the County harmless from all damages, costs, expenses or liabilities of any kind arising under this

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Agreement or as a result of the County's or District's performance hereunder.

- (b) **Force Majeure:** The Parties to this agreement shall not be held to be in breach of the agreement when they are prevented from performing their obligations under this agreement by reason of fire, flood, hurricanes, strikes, lockouts or other industrial disturbances, explosions, civil commotion, act of God or the public enemy, government prohibitions or preemptions, embargoes, the act of default of the other party or other event beyond the reasonable control of either party as the case may be, and which event makes performance hereunder impossible or commercially impractical..

- (c) **Prior Agreement/Amendment:** This agreement contains all agreements or understandings, either oral or written, of the parties, with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This agreement shall not be modified or amended except by written instruments executed by duly authorized representatives of both parties after compliance with Chapter 791 of the *Texas Local Government Code*.

- (d) **Venue:** This agreement shall be deemed performable in Navarro County, Texas, and venue of all disputes relating thereto shall lie in the Court of Navarro County, Texas.

- (e) **Notices:** Any notice required or permitted to be given hereunder or under the laws of this State shall be given in writing and may be given via the United States Postal Service, certified mail or commercial courier services, addressed to the applicable party at the address set forth below:

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County: Navarro County
Commissioners' Office
300 W. 3rd. Ave., Suite 14
Corsicana, TX 75110

School: Blooming Grove Independent School District

Mike Bold
212 W. Becky St.
Blooming Grove, TX 76626

Either party may, be notice to other, specify a different address for notice purposes.

APPROVED AND RATIFIED BY Navarro County, Texas this 10th day of December, 2007.

NAVARRO COUNTY, TEXAS

By: H. M. Davenport, Jr.
H. M. Davenport, Jr.
Navarro County Judge

ATTEST:

Sherry Dowd
Sherry Dowd
Navarro County Clerk

By: Julie Ferguson

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NAVARRO COUNTY
PCT. 1 COMMISSIONER
MR. KIT HERRINGTON

DEAR MR. HERRINGTON

I WOULD LIKE TO ASK FOR SOME OPERATING FUNDS FOR THE 2007 BUDGET YEAR .I WAS GONE OUT OF TOWN LAST SUMMER WHEN THE BUDGET WAS DECIDED ON AND DID NOT GET TO DISCUSS ANY OF MY WORKING SITUATIONS WITH THE COMMISSIONERS COURT.

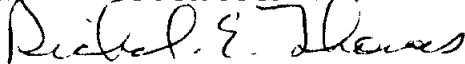
I AM CONSTABLE IN PCT. 1 HERE IN NAVARRO COUNTY , I WORK IN JUDGE VICKI GREY'S COURT AS BALIFF , I ALSO SERVE PAPERS IN MY PCT. AND WILL SERVE ANY PAPERS THAT ARE SENT TO ME .

WHEN I WAS ELECTED TO MY POSITION AS CONSTABLE I WAS GIVEN A SEIZED 1995 CHEV. TAHOE AS A PATROL VEHICLE TO BE USED AS K9 VEHICLE IF ANY LAW ENFORCEMENT DEPTS. IN NAVARRO COUNTY NEEDED A K9 TO CHECK FOR ILLEGAL NARCOTICS.

I HAVE LIVED HERE IN NAVARRO COUNTY FOR 22 YRS AND HAVE BEEN FURNISHING A NARCOTICS TRAINED K9 FOR ANY OF THE LAW ENFORCEMENT AGENCIES HERE IN NAVARRO CO, INCLUDING NAVARRO CO SHERIFFS DEPT, TEXAS DEPT. OF PUBLIC SAFETY AND OTHERS FOR THE PAST 20 YRS.

THIS PATROL VEHICLE IS UNMARKED AS I DO NOT WORK TRAFFIC WITH IT BUT IT IS REQUIRED TO HAVE STATE INSPECTION AND LICENSE REGISTRATION AS ANY OTHER VEHICLE IS BY LAW. FUNDS ARE NEEDED FOR THAT AND IF I COULD HAVE A TANK OF GAS A MONTH I FEEL THAT WOULD GET ME THRU THE YEAR .

THANK YOU FOR YOUR TIME



NAVARRO CO. CONSTABLE PCT . 1
RICHARD E. THOMAS
11/15/07

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MR. KIT HERRINGTON
PCT. 1 COMMISSIONER
NAVARRO CO . COURTHOUSE

DEAR SIR. I AM WRITING THE NOTE TO YOU IN REFERENCE TO OUR
CONSERVATION WE HAD THE OTHER DAY CONCERNING MY BUDGET .

LAST SUMMER WHEN THE COMMISSIONERS WERE DOING THE BUDGET
ALONG WITH THE CO. JUDGE . THE CONSTABLES WERE NOT GIVEN ANY
GAS OR REPAIR BUDGET DUE TO SOME INSTANCES THAT HAD OCCURRED
IN SOME OTHER PRECINCTS.

I WAS OUT OF TOWN AND COULD NOT ADDRESS THE COMMISSIONERS
COURT CONCERNING MY BUDGET FOR PCT. 1.

WHEN I WAS ELECTED AS CONSTABLE IN PCT. 1 I WAS GIVEN A 1995
CHEV. TAHOE TO USE AS A PATROL VEHICLE IF NEEDED BECAUSE I DO
HAVE NARCOTIC DOGS AND USE THEM FOR NAVARRO CO SHERIFF'S
DEPT. OFFICERS THAT NEED A NARCOTICS K9 AND THEY ARE ALSO
AVIALABLE TO ANY OTHER DEPTS. IN THE CO THAT MIGHT NEED THEM
ON A CALL OUT BASIS.

I ALSO DO SERVE PAPERS IN MY PCT. THAT ARE SENT TO ME FROM ANY
JUDGES OR LAWYERS NEEDING PAPERS SERVED IN THIS COUNTY. I
WOULD LIKE A SMALL BUDGET FOR GASOLING AND A SMALL REPAIR
BUDGET FOR MY VEHICLE. I DO NEED TO GET MY VEHICLE INSPECTED
AND LICENSED AS IS REQUIRED BY LAW .

I CERTAINLY HAVE NO PROBLEM KEEPING A MILEGE LOG ON MY
VEHICLE .

THANK YOU FOR YOUR CONSIDERATION.

RICHARD E. THOMAS

NAVARRO CO. CONSTABLE PCT 1.

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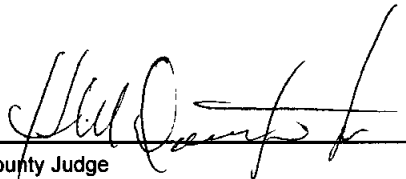
NAVARRO COUNTY, TEXAS
BUDGET AMENDMENT
SUBMITTED FOR APPROVAL DECEMBER 10, 2007

In accordance with Section 111.010 (c) of the *Texas Local Government Code* the following amendment to the 2008 Operating Budget are submitted for your consideration and approval:

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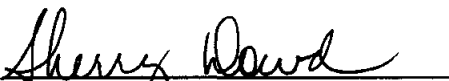
<u>DEPARTMENT</u>	<u>CATEGORY</u>	<u>AMOUNT</u>	<u>REMARKS</u>
<u>General Fund</u>			
101-551-370	Gas & Oil	\$ 600	To provide operating expenses for Constable - Pct 1
101-551-445	Repairs & Maintenance	150	
Net Budget Adjustment		<u>\$ 750</u>	

APPROVED this 10th day of December, 2007



County Judge

ATTEST:



County Clerk
By: 