

NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Monday, the 11th day of June, 2012 at 10:00 a.m., in the County Courtroom of the Navarro County Courthouse in Corsicana Texas. Presiding Judge HM Davenport, Commissioners Present Kit Herrington, David Warren, Dick Martin, and James Olsen.

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

CONSENT AGENDA

Motion to approve the consent agenda items 5-6 by Comm. Olsen Sec by Comm. Martin
All voted aye motion carried

5. Motion to approve the minutes from the previous meetings of May 29th, 2012
6. Motion to approve and pay bills as submitted by the County Auditor including current bills

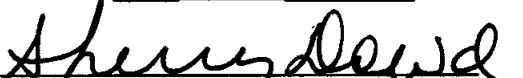
REGULAR AGENDA

7. No action taken on Burn Ban
8. Motion to approve Tax Collection report for the month of May 2012, Russell Hudson by Comm. Martin sec by Comm. Olsen **TO WIT PG 400-405**
All voted aye motion carried
9. Motion to approve Corbet Water supply to bore under SWCR 2110 and to install 2800 ft. of 4 in. PVC pipe as a water line, Richland by Comm. Warren sec by Comm. Herrington **TO WIT PG 406-410**
All voted aye motion carried
10. Motion to approve subdivision application of Blain Land Company for John & Clayton Hays, proposed subdivision is 100.11 acres located in the John Choate Survey Abstract 2 near the intersection of SWCR 2120 and SW CR 2130 by Warren sec by Comm. Olsen **TO WIT PG 411-415**
All voted aye motion carried

11. Motion to approve Survey from Waldrip Land Survey regarding parking lot on 13th Street and 2nd Ave. by Comm. Herrington sec by Comm. Martin
All voted aye motion carried **TO WIT PG 416**
 12. Motion to approve Richard Siegel with JMP land Services to trench under Donoho Road in Retreat for oil pipe by Comm. Warren sec by Comm. Herrington
All voted aye motion carried **TO WIT PG 417-424**
 13. Motion to approve polling places for July 31, 2012 Primary Run-off by Comm. Martin sec by Comm. Olsen
All voted aye motion carried **TO WIT PG 425**
 14. Motion to approve Election Judges for July 31, 2012 Primary Run-off by Comm. Herrington sec by Comm. Martin
TO WIT PG 426
 15. Motion to approve Lease Agreement with Xerox on replacing existing machines for the following offices, Justice of the Peace offices, Tax Office (Auto), Juvenile, Probation and reducing its annual cost by \$726.51 for the remainder of FY 2012
By Comm. Olsen sec by Comm. Warren **TO WIT PG 427-432**
All voted aye motion carried
- Motion to recess for 20 min. by Comm. Herrington sec by Comm. Warren
All voted aye motion carried
- Motion to come out of recess by Comm. Herrington sec by Comm. Martin
All voted aye motion carried
16. No action taken to approve consent to financing by North Central Texas Housing Financial Corporation
 17. Motion to adjourn by Comm. Martin sec by Comm. Warren
All voted aye motion carried

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR JUNE 11TH, 2012.

SIGNED 11TH DAY OF JUNE 2012.


SHERRY DOWD, COUNTY CLERK



400

FILED

2012 JUN -8 P 2:39

SHERRY DOWD
COUNTY CLERK
NAVARRO COUNTY, TX
[Signature] DEPUTY

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

TOTAL PAGES INCLUDING COVER SHEET 6

#8

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING MAY 2012

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED LEVY
NAVARRO COUNTY									
CURRENT	129,888.21		15,285.92	145,174.13		3.39	145,170.74	727.28	16,410,955.92
DELINQUENT	19,749.24		6,988.80	26,738.04		0.31	26,737.73	5,136.63	%
TOTAL	149,637.45	-	22,274.72	171,912.17	-	3.70	171,908.47	5,863.91	0.79%
NAVARRO COLLEGE									
CURRENT	25,663.41		2,986.31	28,649.72		0.64	28,649.08	135.47	3,192,388.48
DELINQUENT	3,872.82	-	1,332.07	5,204.89		0.07	5,204.82	978.63	%
TOTAL	29,536.23	-	4,318.38	33,854.61	-	0.71	33,853.90	1,114.10	0.80%
CITY OF RICE									
CURRENT	1,005.12	-	109.00	1,114.12	32.29		1,081.83		133,058.53
DELINQUENT	349.15		102.56	451.71	27.42		424.29	90.36	%
TOTAL	1,354.27	-	211.56	1,565.83	59.71	0	1,506.12	90.36	0.76%
CITY OF KERENS									
CURRENT	4,307.49		538.95	4,846.44			4,846.44		247,342.75
DELINQUENT	481.58	-	152.32	633.90			633.90	126.79	%
TOTAL	4,789.07	-	691.27	5,480.34	-	0	5,480.34	126.79	1.74%
CITY OF CORSICANA									
CURRENT	52,812.31	-	6,177.88	58,990.19			58,990.19	73.83	7,662,316.49
DELINQUENT	6,426.43	-	3,197.21	9,623.64		0.24	9,623.40	1,861.59	%
TOTAL	59,238.74	-	9,375.09	68,613.83	-	0.24	68,613.59	1,935.42	0.69%

1401

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING MAY 2012

402

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY OF BARRY									LEVY
CURRENT	315.43		41.01	356.44			356.44		16,437.24
DELINQUENT	18.32		7.10	25.42			25.42	4.43	%
TOTAL	333.75	-	48.11	381.86	-	0	381.86	4.43	1.92%
CITY OF EMHOUSE									LEVY
CURRENT	6.12	-	0.80	6.92			6.92		8,472.02
DELINQUENT				-			-		%
TOTAL	6.12	-	0.80	6.92	-	0	6.92	-	0.07%
CITY OF RICHLAND									LEVY
CURRENT	114.60	-	13.23	127.83			127.83		16,363.97
DELINQUENT	11.95		4.66	16.61			16.61	3.32	%
TOTAL	126.55	-	17.89	144.44	-	0	144.44	3.32	0.70%
CITY OF GOODLOW									LEVY
CURRENT	2.42	-	0.32	2.74	0.09		2.65		2,977.76
DELINQUENT	4.90		2.55	7.45	0.66		6.79	1.49	%
TOTAL	7.32	-	2.87	10.19	0.75	0	9.44	1.49	0.08%
CITY OF FROST									LEVY
CURRENT	212.33		10.11	222.44	3.59		218.85	3.78	77,267.60
DELINQUENT	120.57		35.91	156.48	9.58		146.90	31.28	%
TOTAL	332.90	-	46.02	378.92	13.17	0	365.75	35.06	0.27%
CITY OF DAWSON									LEVY
CURRENT	1,080.19		130.46	1,210.65			1,210.65	6.55	72,429.25
DELINQUENT	217.26		100.63	317.89			317.89	63.19	%
TOTAL	1,297.45	-	231.09	1,528.54	-	0	1,528.54	69.74	1.49%

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING MAY 2012

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY-BLOOMING GROVE									LEVY
CURRENT	886.70		70.56	957.26			957.26	2.04	99,560.25
DELINQUENT	140.62		39.32	179.94			179.94	35.98	%
TOTAL	1,027.32	-	109.88	1,137.20	-	0.00	1,137.20	38.02	0.89%
NAVARRO COUNTY ESD #1									LEVY
CURRENT	1,408.67	-	165.57	1,574.24	48.46		1,525.78	1.60	119,607.31
DELINQUENT	119.35	-	38.59	157.94	10.25		147.69	31.58	%
TOTAL	1,528.02	-	204.16	1,732.18	58.71	0	1,673.47	33.18	1.18%
BLOOMING GROVE ISD									LEVY
CURRENT	12,680.61		1,489.34	14,169.95			14,169.95	9.75	1,419,328.62
DELINQUENT	5,003.44		1,613.69	6,617.13		0.15	6,616.98	1,280.82	%
TOTAL	17,684.05	-	3,103.03	20,787.08	-	0.15	20,786.93	1,290.57	0.89%
DAWSON ISD									LEVY
CURRENT	10,373.41		1,128.38	11,501.79			11,501.79	39.89	1,292,787.05
DELINQUENT	4,863.78		1,622.05	6,485.83			6,485.83	1,184.68	%
TOTAL	15,237.19	-	2,750.43	17,987.62	-	0	17,987.62	1,224.57	0.80%
RICE ISD									LEVY
CURRENT	11,652.51		1,438.33	13,090.84			13,090.84	17.10	1,515,810.54
DELINQUENT	2,693.82		778.57	3,472.39			3,472.39	617.39	%
TOTAL	14,346.33	-	2,216.90	16,563.23	-	0	16,563.23	634.49	0.77%
CORSICANA ISD									LEVY
CURRENT	127,685.80		15,803.62	143,489.42		6.94	143,482.48	886.99	17,383,846.35
DELINQUENT	19,830.59		8,341.49	28,172.08			28,172.08	5,624.86	%
TOTAL	147,516.39	-	24,145.11	171,661.50	-	6.94	171,654.56	6,511.85	0.73%
GRAND TOTAL	443,999.15	-	69,747.31	513,746.46	132.34	11.74	513,602.38	18,977.30	

403

NAVARRO COUNTY, TEXAS
 AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING MAY 2012

404

MEMO:

TOTAL COLLECTED	<u>53,272,376.00</u>
ROLLBACK TAXES	<u> </u>
TAX CERTIFICATES	<u>1,040.00</u>
HOT CK FEES	<u> </u>

	<u>YTD DATE % CURRENT COLLECTED</u>		
COUNTY	<u>94.97%</u>	GOODLOW	<u>69.46%</u>
COLLEGE	<u>94.87%</u>	FROST	<u>88.61%</u>
RICE	<u>91.60%</u>	CITY-DAWSON	<u>88.03%</u>
KERENS	<u>90.18%</u>	CITY-BL GROVE	<u>92.21%</u>
CORSICANA	<u>96.26%</u>	NC ESD #1	<u>92.22%</u>
BARRY	<u>90.43%</u>	B G ISD	<u>92.47%</u>
EMHOUSE	<u>81.74%</u>	DAWSON ISD	<u>92.55%</u>
RICHLAND	<u>82.20%</u>	RICE ISD	<u>92.86%</u>
		CORSICANA ISD	<u>96.09%</u>

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH OF MAY 2012

405

	TAXES	PENALTY & INTEREST	SUBTOTAL	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	106,150.50	12,481.39	118,631.89	2.76	118,629.13	599.23
ROAD & BRIDGE	21,887.35	2,587.42	24,474.77	0.58	24,474.19	118.24
FLOOD CONTROL	1,850.36	217.11	2,067.47	0.05	2,067.42	9.81
TOTAL	129,888.21	15,285.92	145,174.13	3.39	145,170.74	727.28
DELINQUENT TAXES						
COUNTY	16,467.49	5,804.96	22,272.45	0.26	22,272.19	4,283.71
STATE	-	-	-	-	-	-
ROAD & BRIDGE	2,988.15	1,068.30	4,056.45	0.05	4,056.40	775.23
FLOOD CONTROL	293.60	115.54	409.14		409.14	77.69
TOTAL	19,749.24	6,988.80	26,738.04	0.31	26,737.73	5,136.63
TOTAL ALLOCATION						
COUNTY	122,617.99	18,286.35	140,904.34	3.02	140,901.32	4,882.94
STATE		-		-		-
ROAD & BRIDGE	24,875.50	3,655.72	28,531.22	0.63	28,530.59	893.47
FLOOD CONTROL	2,143.96	332.65	2,476.61	0.05	2,476.56	87.50
TOTAL	149,637.45	22,274.72	171,912.17	3.70	171,908.47	5,863.91

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

#9

406

Corbet Water Supply
1724 FM 2452
Corsicana, Texas 75110
903-874-4821

May 22, 2012

To: Navarro County Commissioners Court

Corbet Water Supply would like to ask for permission from County to open cut (trench) across SWCR 2110. We are installing 2800 feet of 4" PVC line and are in the process to tie this line in to existing 2" on SWCR 2120 and water line on SWCR 2110. I have contacted some Companies to bore this area. I only received one bid from Glenn Barrio Construction for \$4, 000.00 this is not feasible. The water line will be 3' deep or more under ditch right of way. It will be installed in a 6" casing. The water line will be water packed, cased under road way, and we will replace road material as needed to keep road surface smooth. If you have any questions or concerns please contact me at 903-467-4835
Thank You

Jack Hays

David Weinkauf
David Weinkauf
General Manager
Corbet Water Supply

Hain Land Company LLC

Approved in Navarro County

Commissioners Court 6-11-2012

Bore Under Road From SWCR 2110
to SWCR 2120 Laying 2800' of 4"
PVC. to an existing 2" line

David K. Warner

AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

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

I. Corbet Water, is in the process of constructing a utility line in Navarro County, Texas and it is necessary to cross certain county road(s) SWCR 2110 located in precinct # 3, more fully described on the map attached hereto labeled Exhibit "A" and incorporated herein.

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

All county road crossings shall be (bored) and the lines underneath such roads shall be cased or _____. The entrance and exit points of such utility lines shall be clearly marked by the Builder and utility line shall be placed at a depth no less than 36" underneath the County's bar ditches and road surfaces.

Product type: Water

Is this a new site: 4" water main

What is the transport route: West side of SWCR 2110 to east R.O.W.

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

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

IV. The County of Navarro and Corbet Water Supply, 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 Builder, on notice and Builder hereby acknowledges that in addition to such damages above stated, the County could assess a fine for failure of the Builder to obtain a permit requirement as set forth above, and such fine shall not exceed Five Hundred Dollars (\$500.00) per permit.

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

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

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

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

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

Builder:
Company Name: Corbet Water Supply
Address: 1724 FM 2452
Corsican, Tex. 75110
Phone Number: 903-874-4821

Navarro County

Precinct # 3

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

EXECUTED this 11 day of June, ~~2007~~ ²⁰¹²

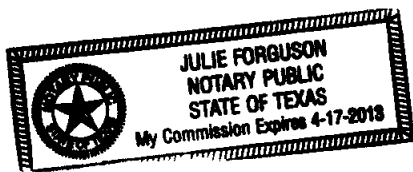
[Signature]
County Judge

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

11 day of June, ~~2007~~ ²⁰¹²

[Signature]
Notary Public, State of Texas

(seal)



Julie Ferguson
Printed Name

4-17-2013
Commission Expires

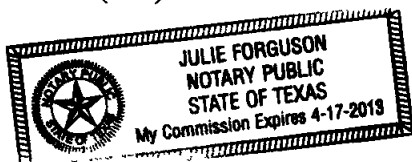
[Signature]
County Commissioner, Precinct # 3

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

11th day of June, ~~2007~~ ²⁰¹²

[Signature]
Notary Public, State of Texas

(seal)



Julie Ferguson
Printed Name

4-17-2013
Commission Expires

David Wainwright
Builder

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

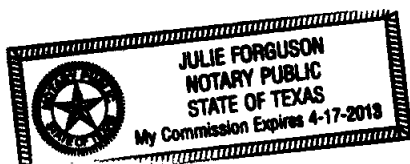
11th day of June 2007-2012

(seal)

Julie Ferguson
Notary Public, State of Texas

Julie Ferguson
Printed Name

4-17-2013
Commission Expires



10.

411

NAVARRO COUNTY OFFICE OF PLANNING AND DEVELOPMENT

Phil Seely - Director
pseely@navarrocounty.org
300 W. Third Ave. Suite 16
Corsicana, Texas 75110
903-875-3312 ph.
903-875-3314 fax

\$400 fee > 20 lots
\$300 study fee

SUBDIVISION APPLICATION FORM

Please type or print information.

This form shall be completed by the applicant and submitted to the Navarro County Office of Planning and Development along with the required number of copies of the plat, review fee and all other required information prior to submittal to Commissioners Court.

Type of Plat Submittal: Preliminary Final Replat/Amendment

Proposed name of subdivision: Blain Land Company LLC

Acreage of subdivision: 100.11 Number of proposed lots: 23

Name of Owner: Blain Land Company LLC

Address: P.O. Box 190
Buffalo TX 75831

Phone number: 903-322-5848

Surveyor: Raymond Survey & Mapping

Address: 202 W. Brazos Street, Groesbeck TX 76642

Phone number: 254-729-5750 Fax Number: _____

e-mail rpls@embarrmail.com

Physical location of property: Corner of CR 2110 - CR 2120 - CR 2130

Legal Description of property: 100 Ac in the John Choate Survey Abstract #2
Navarro County, Texas

Intended use of lots (check all that apply):

Residential (single family) Residential (multi-family) Commercial/Industrial Other (please describe) _____

Property located within city ETJ?

Yes No If yes, name if city: _____

I understand that the approval of the final plat shall expire unless the plat is recorded in the office of the County Clerk within a period of 60 days after the date of final approval.

Clayton Hays
Signature of Owner

5-15-12
Date

I understand that it is necessary for me or my authorized agent to be present at the Commissioners Court hearing.

Clayton Hays
Signature of owner

5-15-12
Date

1. A subdivision must be platted if a tract of land is to be divided into 2 or more tracts, any one of which is 10 acres or less or includes land dedicated to common use (easements, parks, roads, etc.)
2. This subdivision will contain a private road/ dedicated public road.(check one)
3. Submit copies of the plat and any associated plans to the following persons 20 days prior to the date that the Planning and Zoning Commission or Commissioners Court is to grant approval or denial of said plat.
 - a. County Commissioner in whose Precinct the subdivision lies.
 - b. County 9-1-1 Coordinator
 - c. County Health Sanitarian or Tarrant Regional Water District representative
 - d. County Floodplain Administrator
 - e. All utility companies, i.e. water, electric, telephone.
4. In case of private roads in the subdivision, the following names have been proposed. Please note names cannot be a duplicate of any existing road names in the county.
 - a. _____, mi. b. _____, mi.
 - c. _____, mi. d. _____, mi.

THE FOLLOWING SHALL BE ATTACHED TO THIS APPLICATION:

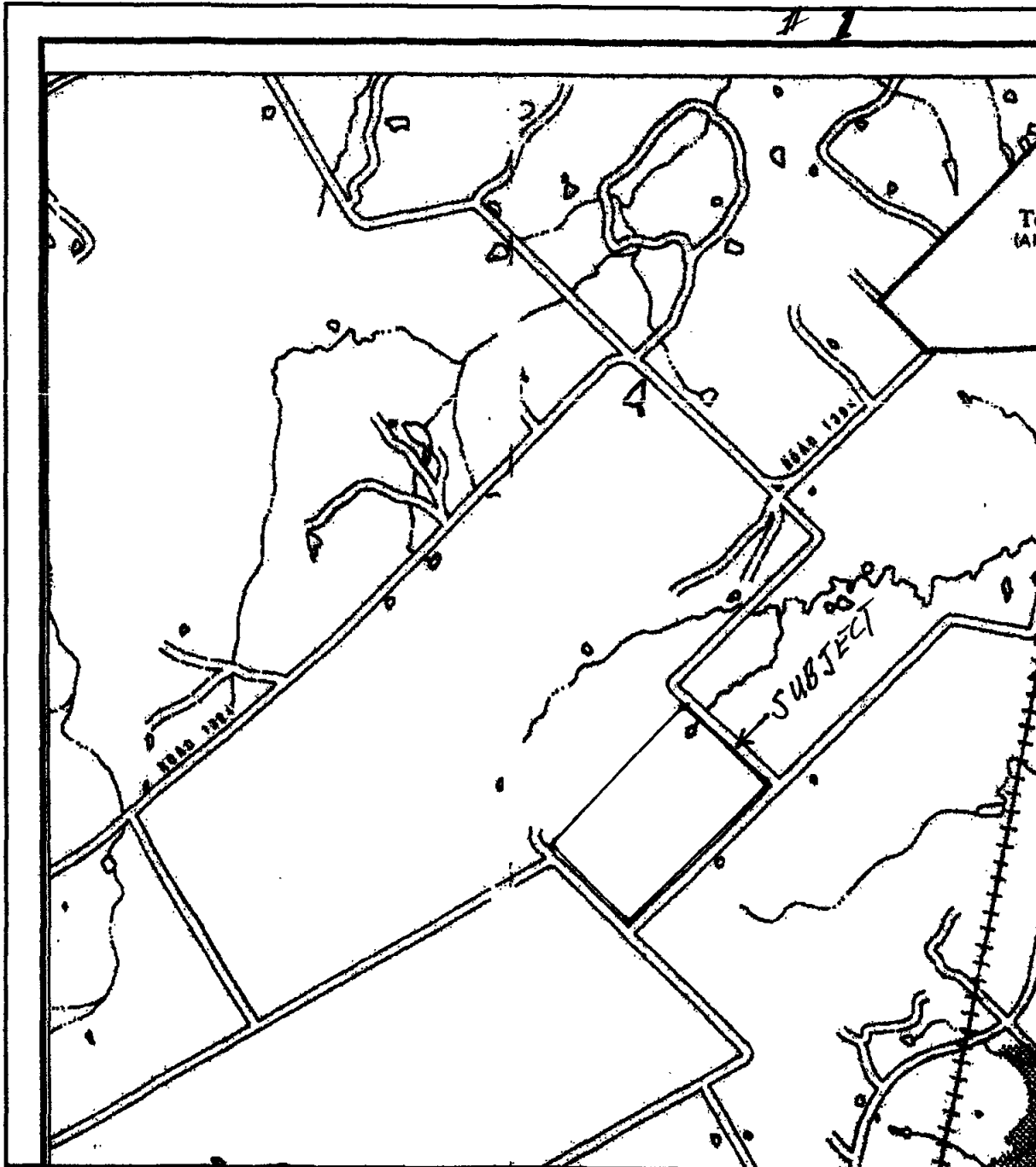
- A performance bond or irrevocable letter of credit must be issued to the County equal to the estimated cost of construction of the roads and shall remain in effect until the roads are completed in accordance with the Subdivision Regulations and accepted by the Commissioner.
- Notarized Deed Restrictions or Restrictive Covenants
- Road construction plans sealed by an Engineer licensed to practice in the State of Texas
- Drainage plans
 - Seven copies of the plat, no larger than 18"x24"
 - One Copy on reproducible Mylar for recording
 - Tax certificates, for final plat
 - Letters from utility companies indicating agreements for service
 - Funded service agreements, for final plat
 - Soil Survey and waste disposal plan, final plat

The plat shall include:

- Bear the words "Preliminary Plat"/"Final Plat"/"Replat" whichever is applicable
- Drawn to scale: No less than 1"= 100'
- Proposed name of subdivision
- Name of City, County, and State
- Name, address, and phone number of subdivider
- Name, address, and phone number of designer of plat
- Scale, true and grid north points and date of preparation
- Location sketch showing relationship to the surrounding area
- Sufficient data to determine readily and reproduce on the ground the location, bearing and length of every road line, boundary line, block line and building line, whether curved or straight

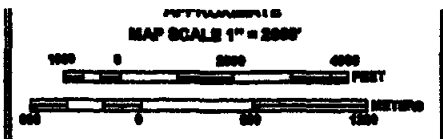
FIGURE #3

413



2
 FLOOD INSURANCE RATE MAP EFF
 April 1, 2004
 FLOOD INSURANCE RATE MAP RE
 January 19, 2006 - to advance of

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program.



NFIP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0014C

FIRM
 FLOOD INSURANCE RATE MAP
 NAVARRO COUNTY,
 TEXAS
 (UNINCORPORATED AREAS)

PANEL 14 OF 14
 (SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:
 COMMUNITY NUMBER PANEL SUFFIX
 NAVARRO COUNTY 48090 0014 C

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
 4809500014C

MAP REVISED
 JANUARY 19, 2006

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.mec.fema.gov



Navarro County Planning & Development
Environmental Compliance Division
300 West 3rd Ave. Suite 16
Corsicana, Texas 75110
Phone No. (903) 875-3311

APPLICATION FOR SUBDIVISION CONSTRUCTION AUTHORIZATION

Subdivision Name: Blain Land Company LLC
Applicant's Name: Blain Land Company LLC (Clayton Hays-Manager)
Address: P.O. Box 190 Buffalo TX 75831
Phone: 903-388-6688 • 903-322-5848

Property Description

100 Ac in the John Choats Survey Abstract #2
Navarro County TX

Application is hereby made for a Subdivision Construction Authorization. The undersigned person(s) certify that it is not feasible for the applicant to provide sewer service to the subdivision by means of an organized disposal system and that On-Site Sewage Facilities may be used in the specified subdivision without causing, threatening to cause, individually or collectively, pollution, injury to the public health or create nuisance conditions.

Information supporting this application shall be provided as outlined in Chapter 7 (Section 7.02(a)) of the Rules of Navarro County, Texas for On-Site Sewage Facilities.

THIS APPLICATION IS NOT A LICENSE TO CONSTRUCT OR OPERATE AN ON-SITE SEWAGE FACILITY.

Authorization is hereby given to the employees of the Navarro County Planning and Development, or their agents to enter upon the above described property for the purpose of conducting inspections and/or other reasons consistent with the Rules of Navarro County, Texas and the laws of the State of Texas.

Applicant's Signature: Clayton Hays Date: 5-10-12

Authorized Agent Signature: [Signature] Date: 5-23-2012



Navarro County Planning & Development
Environmental Enforcement Section
Robert Gray, Environmental Officer
 300 West 3rd Avenue Suite # 16
 Telephone No. (903) 875-3313
 Fax No. (903) 875-3314

Requirements for Navarro County Planning and Development Approval of Subdivision or Development Plans Utilizing On-Site Sewage Facilities

1. Preliminary plat of the proposed "The Shores on Richland-Chambers Lake, Phases 9" Subdivision to the Navarro County Planning and Development office, has met with the following required regulations:

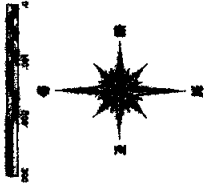
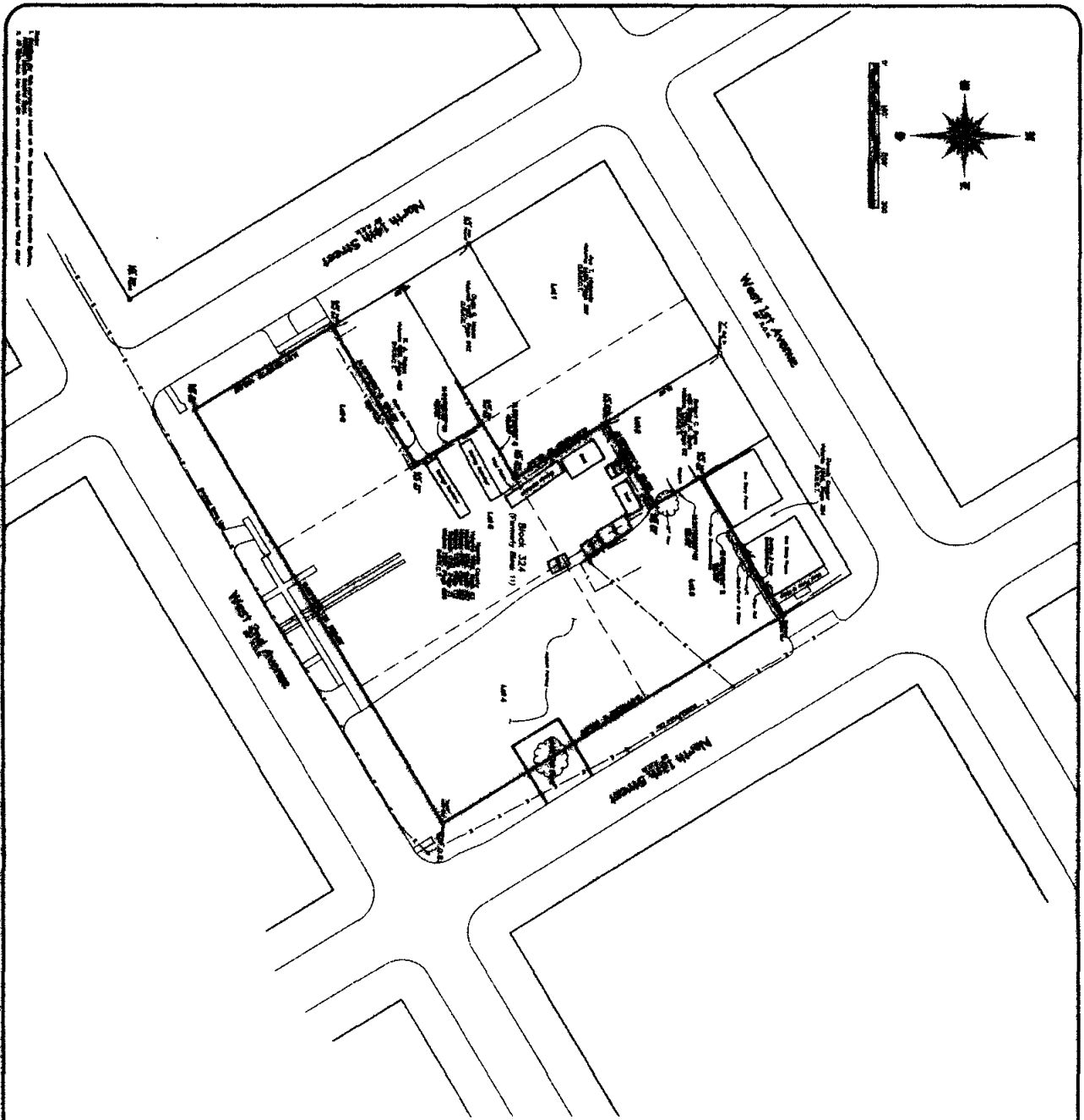
- Lot sizes minimum not less than 1 acre.
- Source of water identified (municipal or private).
- The planning material must include an overall site plan.
- Topography of the tract shall be shown on the plat by means of contours of ten (10) foot intervals tied to USGS datum.
- 100-year floodplain map and a comprehensive drainage and 100-year floodplain impact plan.
- Soil survey and/or soil evaluation sufficient to define the soil characteristics of all lots and tracts of land within the development.
- Locations of all existing or proposed water wells (public or private), streams, ponds, lakes and/or rivers indicated.
- A complete report submitted detailing the types of OSSFs to be considered and their compatibility with area wide drainage and groundwater. Any lots or tracts requiring OSSF installation in a defined floodplain shall be subject to special planning requirements to indicate that the location of the OSSF will not result in damage to the OSSF or result in contamination from the OSSF during flooding.
- Planning materials address potential replacement areas for failed OSSFs.
- Subdivision application review fee submitted.



 Designated Representative

5-23-2012

 Date of Approval



THIS PLAN IS A REPRODUCTION OF THE ORIGINAL PLAN AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

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DATE: 11/11/11

#12

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**Sunoco Logistics****Right of Way Department
Western Area
One Fluor Daniel Drive
Building A, Level3
Sugar Land, TX 77478****Facsimile Cover Sheet**

Date: June 8, 2012
To: Commissioner Warren
Fax Number: 903-874-6053
Message From: Thomas Denney
Right-of-Way Specialist
Phone: (281) 637-6414

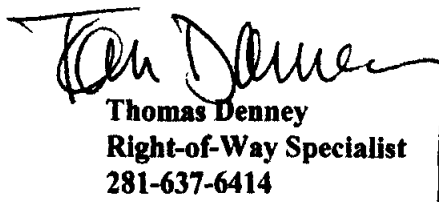
Total Number of Pages Including Cover Sheet: 8

Message: Commissioner Warren, per our conversation, Richard Siegel will be there Monday morning to answer any questions you might have. We are asking for a variance on this to trench this road. We understand from our Operations people that the whole project will take about 1-1/2 hours, and of course we will replace and tamp down the soil after removal.

We adapted the form as much as we thought we could in order to account for the fact that we're looking to run a 40 – 50 volt DC power cable between a cathodic protection unit and the rectifier which is pole mounted on the other side of the road. The form is pretty much standardized for a pipeline, and that's not what we're looking to run.

Thank you for your kind assistance with this matter.

Sincerely,


Thomas Denney
Right-of-Way Specialist
281-637-6414

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AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

SUNOCO PIPELINE L.P., Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County ("the County") as follows:

I. ^{electric} SUNOCO PIPELINE L.P., desires to construct and maintain a ~~pipeline, utility line, or gas or sewer line~~ in Navarro County, Texas and it is necessary to cross certain county road(s) DONAHU ROAD located in Precinct # 3, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the ~~pipeline~~ CABLE as it crosses the county road.

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

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 4 feet underneath the lowest part of the County's bar ditches and/or road surfaces.

Type of Pipeline: LINE:

CATHODIC PROTECTION CABLE

A variance is requested allowing Sunoco Pipeline L.P. to trench this crossing.

The transport route (beginning and end): 10' SOUTH SIDE OF THE ROAD TO 10' NORTH SIDE OF THE ROAD

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(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than 4 feet underneath the lowest part of the County's bar ditches and/or road surfaces.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

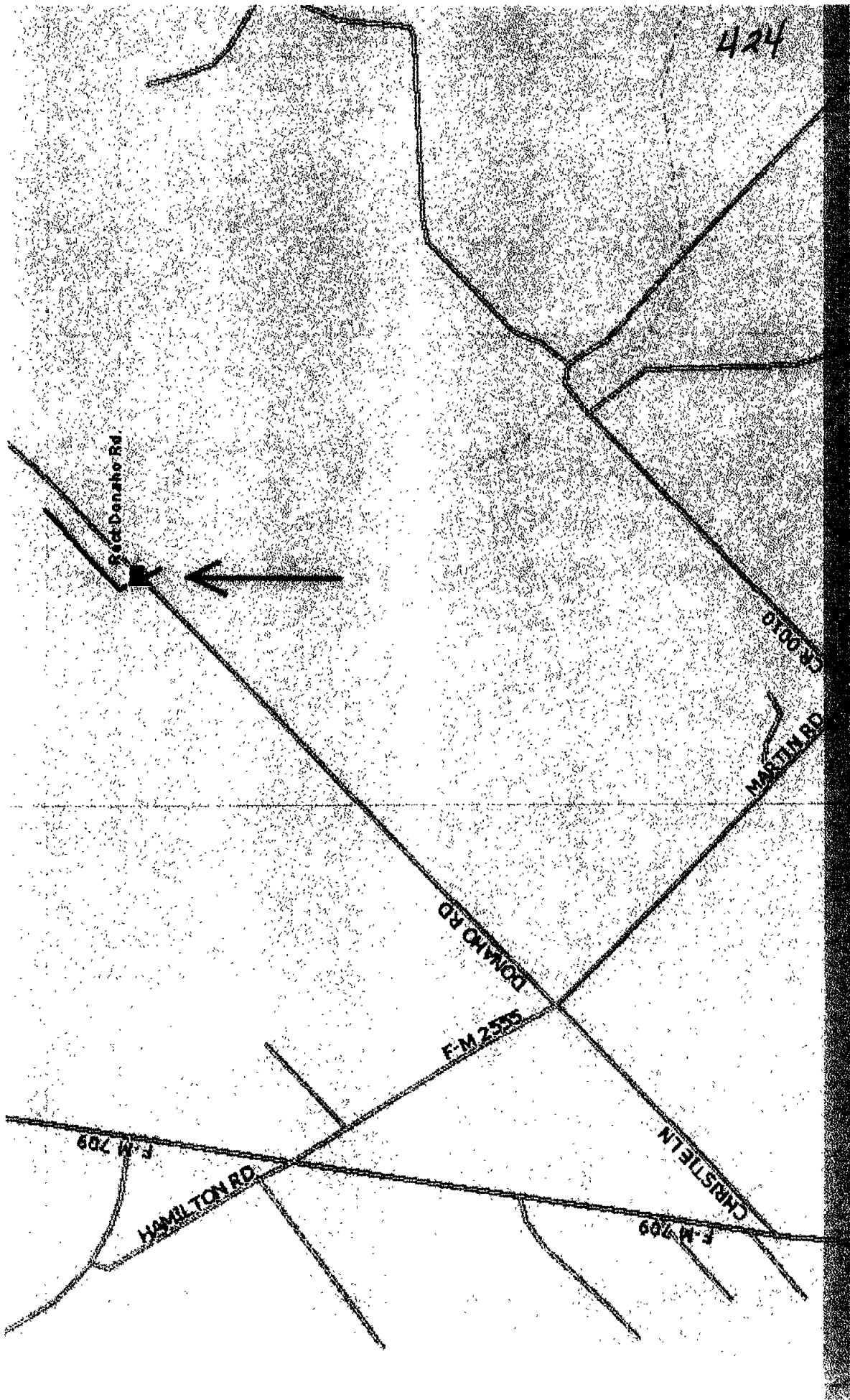
IX. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed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

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

EXECUTED this ___ day of JUNE, 20 12

OWNER

By: James W. Turbett JAMES W. TURBETT CAPITAL PROTECTS
~~Food of America~~ its ~~Member of National Petroleum Producers~~
 Company Name: SUNOCO PIPELINE L.P.
 Address: ONE PLUM DANCE DRIVE, 3RD FLOOR, BLDG A
 Phone Number: SUGAR LAND, TEXAS 77478
281-637-6414



POLLING LOCATIONS FOR JULY 31, 2012**PRECINCT NO:****LOCATION:**101,103,104,105
106,107,108,109YMCA 400 OAKLAWN CORSICANA
RICE CITY HALL 203 E CALHOUN RICE200,201,202
203,204,205,206MARTIN LUTHER KING CENTER 1114 E 6TH AVE CORSICANA
KERENS ISD ADMIN BLDG 200 BOBCAT LN KERENS300,301,303,306
304,305, 307,308NAVARRO COLLEGE COOK CENTER 3200 W 7TH AVE CORSICANA
ANGUS CITY HALL 6008 S IH 45 CORSICANA400,401,402
403,404,405,406WESTHILL CHURCH OF CHRIST 3400 W HWY 22 CORSICANA
BLOOMING GROVE FIRE DEPT 101 S HNCKLEY BLOOMING GROVE

#14

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Election Judges for July 31, 2012 Runoff

101,103,104,105	NAME: ADDRESS CITY PHONE	Connie Estes 201 Drave Ave Corsicana, Texas 75110 214-557-2094	Ruth Nelson 1900 Cambridge #331 Corsicana, Texas 75110 903-874-5246
106,107,108,109	NAME ADDRESS CITY PHONE	Gale Greeson 1480 NW CR 0160 Rice, Texas 75158 214-799-9244	Judy Shelton 100 N Boston Rice, Texas 75155 903-326-4461
200,201,202	NAME ADDRESS CITY PHONE	Warner Redus 1101 E Waterworks Rd Corsicana, Texas 75110 903-874-4341	Ralph Gonzalez 312 E 1 st St Corsicana, TX 75110 903-874-5829
203,204,205,206	NAME ADDRESS CITY PHONE	George Edwards 708 N Overlook Dr Kerens, Texas 75144 903-396-7051/903-821-3284	Lelia Cossey 206 Humphreys Kerens, Texas 75144 903-396-2652
300,301,303,306	NAME ADDRESS CITY PHONE	Don Holland 3011 W Park Row Corsicana, Texas 75110 903-874-4186	Sam Thompson 2215 W 4th Corsicana, Texas 75110 903-872-6100
304,305,306,307,308	NAME ADDRESS CITY PHONE	Keith Burren 154 SE CR 2230-K Corsicana, TX 75109 903-641-0250	Betty McCain 107 Bonner Ave Corsicana, TX 75110 903-874-4508/874-3513
400,401,402	NAME ADDRESS CITY PHONE	Fred Grice 320 Trailridge Cir Corsicana, Texas 75110 903-872-3782/654-1991	Kay Shimonek 210 NW CR 0006 Corsicana, Texas 75110 903-654-0964
403,404,405,406	NAME ADDRESS CITY PHONE	Barbara Ross 9425 NW CR 1343 Blooming Grove, Texas 76626 903-695-8003	Jesse Mills 4853 NW CR 4210 Frost, Texas 76641 254-678-3549

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COUNTY OF NAVARRO

Document Solutions - Xerox Equipment Summary

Dept.	Equipment	Features	Serial #	Base	Copies Incl.	Avg. Mthly. Volume
JP Ofc.	WCP238H	Copy/Print/Scan/Fax	URT820445	\$ 281.69	7,500	2,820
Tax Office	WC238H	Copy/Print/Fax	URT815730	\$ 258.66	5,000	3,268
Juvenile Probation	WC232	Copy/Print/Fax	URR896189	\$ 195.73	2,500	1,712

Equipment	Features	Base	Copies Incl.
WC5745APT	Copy/Print/Fax/Color Scan	\$ 171.14	25,000
WC5745APT	Copy/Print/Fax/Color Scan	\$ 171.14	25,000
WC5740APT	Copy/Print/Fax/Color Scan	\$ 151.56	20,000

Benefits for: JP Office

- Upgrade from B/W Scanning to Color Scanning
- Speed Increase of almost 20%
- Cost Savings of \$110.55 per month

Tax Office

- Adds Scanning Feature (Color Scanning comes Standard)
- Speed Increase of almost 20%
- Cost Savings of \$87.52 per month

Juvenile Prob:

- Adds Scanning Feature (Color Scanning comes Standard)
- Speed Increase of 25%
- Cost Savings of \$44.10 per month

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Lease Agreement



Customer: NAVARRO, COUNTY OF

BillTo: COUNTY OF NAVARRO
COUNTY AUDITORS OFC
300 W 3RD AVE
CORSIANA, TX 75110-4672


Install: COUNTY OF NAVARRO
JUVENILE PROBATION
300 W 3RD AVE
CORSIANA, TX 75110-4672

Tax ID#: 1

Negotiated Contract : 072453000

Solution		Item	Product Description	Payment Information	Trade Information	Requested Install Date
1. 5740APT (WC5740A PRINTR/4TRAY)			<ul style="list-style-type: none"> - Oct (32-55 Ppm Only) - Conv.stapler (50 Sh) - Embedded Fax-1 Line - Customer Ed - Analyst Services 	Lease Term: 48 months Purchase Option: FMV	- Xerox WC232 S/N URR896189 Trade-In as of Payment 59	6/22/2012

Monthly Pricing					
Item	Price	Volume	Prints	Per Print	Maintenance Plan Feature
1. 5740APT	\$151.56	1: Meter 1	1 - 20,000 20,001+	Included \$0.0091	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$151.56	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature	
<p>Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.</p> <p>Signer: <u>H.M. DAVENPORT, Jr.</u> Phone: (903)654-3000</p> <p>Signature: <u>[Handwritten Signature]</u> Date: <u>6-11-12</u></p>	<p>Thank You for your business!</p> <p>This Agreement is proudly presented by Xerox and</p> <p>Peggy Rush (254)776-0265</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p> 

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Lease Agreement



Bill To: COUNTY OF NAVARRO
 COUNTY AUDITORS OFC
 300 W 3RD AVE
 CORSICANA, TX 75110-4672

Install: COUNTY OF NAVARRO
 JUSTICE CENTER
 J.P. OFFICES
 312 W 2ND AVE
 CORSICANA, TX 75110-3004

Tax ID#: 1

Negotiated Contract : 072453000

Solution			
Item	Product Description	Agreement Information	Trade Information
1. 5745APT (WC5745A PRINTR/4TRAY)	<ul style="list-style-type: none"> - 3-hole - Ofc/in Only - Conv.stapler (50 Sh) - Embedded Fax-1 Line - Office Finisher - Customer Ed - Analyst Services 	Lease Term: 48 months Purchase Option: FMV	- Xerox WCP238 S/N URT820445 Trade-in as of Payment 61
			Requested Install Date: 6/22/2012

Monthly Pricing					
Item	Lease		Charges		Minimum Monthly Payment Features
	Monthly Payment	Term	Category	Rate	
1. 5745APT	\$171.14	1: Meter 1	1 - 25,000 25,001+	Included \$0.0091	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$171.14	Minimum Payments (Excluding Applicable Taxes)			

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

PRICING PLAN/OFFERING SELECTED:

2. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

3. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.



Lease Agreement

Customer: NAVARRO, COUNTY OF

Bill To: COUNTY OF NAVARRO
AUDITOR
300 W 3RD AVE
CORNICANA, TX 75110-4603


Install: COUNTY OF NAVARRO
TAX ASSESSOR
FL 1
300 W 3RD AVE
CORNICANA, TX 75110-4603

Tax ID#: 1

Negotiated Contract : 072453000

Solution		Lease Information		Trade Information	Requested Install Date
Item	Description				
1. 5745APT (WC5745A PRINTR/4TRAY)		Lease Term:	48 months	- Xerox WC238 S/N URT815730	6/22/2012
	- 3-hole - Ofc/in Only - Conv.stapler (50 Sh) - Embedded Fax-1 Line - Office Finisher - Customer Ed - Analyst Services	Purchase Option:	FMV	Trade-In as of Payment 61	

Monthly Pricing		Lease Features			Maintenance Plus Features
Item	Monthly Payment	Meter	Print Volume	Per Month Fee	
1. 5745APT	\$171.14	1: Meter 1	1 - 25,000 25,001+	Included \$0.0091	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$171.14	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature	
<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: <u>H. M. Davenport, Jr.</u> Phone: (903)654-3000</p> <p>Signature: <u>[Handwritten Signature]</u> Date: <u>6-11-12</u></p>	<p>Thank You for your business!</p> <p>This Agreement is proudly presented by Xerox and</p> <p>Peggy Rush (254)776-0265</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p> 

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