

NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 15<sup>th</sup> day of December, 2014 at 1:00 p.m., in the Courtroom of the Navarro County Annex Building, 601 North 13<sup>th</sup> Street in Corsicana, Texas. Presiding Judge HM Davenport Jr., Commissioners present Jason Grant, Dick Martin, David Warren, and James Olsen.

1. 1:00 P.M. Motion to convene by Comm. Olsen sec by Comm. Warren  
Carried unanimously
2. Opening prayer by Comm. Olsen
3. Pledge of Allegiance
4. No action taken on approving Change Order for IHST for Additional Air Monitoring and Project Management Services for additional Abatement at the Courthouse
5. Motion to approve Change Order from BAD Company for Additional Asbestos Abatement at the Courthouse by Comm. Olsen sec by Comm. Warren  
Carried unanimously TO WIT PG 1642-1643
6. Motion to approve Silver Tusk Operating Company to bore under SECR 4250 in 2 location as indicated on the map by Comm. Martin sec by Comm. Grant  
Carried unanimously TO WIT PG644-1659
7. Motion to adjourn by Comm. Martin sec by Comm. Warren  
Carried unanimously

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR DECEMBER 15<sup>TH</sup>, 2014.

SIGNED 15<sup>TH</sup> DAY OF DECEMBER, 2014.

  
SHERRY DOWD, COUNTY CLERK



---

# BUILDING ABATEMENT DEMOLITION COMPANY, INC.

---

**December 12, 2014**

Reference: Additional Asbestos Abatement Navarro County Courthouse-Corsicana, Texas.

In accordance with your request ~~BAD Company, Inc.~~ is pleased to submit this change order to furnish labor, equipment and materials for the additional asbestos found for the above project.

### **ASBESTOS SCOPE OF WORK:**

- Removal and proper disposal of the identified asbestos containing mastic 15,200 SF found on the walls throughout the entire structure basement through 3<sup>rd</sup> floors
- All work will be performed in a negative pressure containment using full PPE and control methods in accordance with DSHS and OSHA rules and regulations
- Provide only personnel licensed by the Texas Department of Health and trained in accordance with the E.P.A. Model Accreditation Plan as either an asbestos supervisor "competent person" or an asbestos worker
- Provide pollution liability insurance with **\$5,000,000** aggregate and **\$1,000,000** per occurrence

### **Lump Sum \$26,000.00**

- Lump sum price includes all labor, supervision, material, equipment, overhead, profit, payroll taxes, Pollution Liability and Workers Comp Insurance
- All notifications, waste manifests, employee certifications, physician's written opinions, and contractor licenses, daily logs and other pertinent data will be supplied to the customer within thirty (30) working days of job completion
- Concealed asbestos containing materials (that are within walls, ceilings, chases, etc.) are not included unless specifically identified elsewhere in this proposal
- Removal and clean up will be in accordance with all federal, state and local regulations that are specifically applicable to this job and are in effect at the time of this proposal

**BUILDING ABATEMENT  
DEMOLITION COMPANY, INC.**

**December 12, 2014**

- The notification fee is **not** included in this proposal. The fee is imposed by the Texas Department of Health and invoiced directly to the owner based on notified quantities as outlined in the Texas Asbestos Health Protection Rules 295.61(j)
- BAD Company, Inc. does not hereby assume responsibility nor indemnify the general contractor and / or owner for their sole negligence. In the event of concurrent negligence, BAD Company's indemnity will apply to the extent of BAD Company's negligence

**TERMS:**

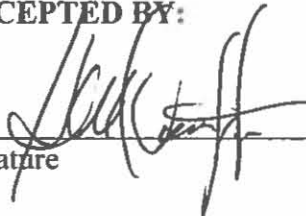
The terms of payment of the material, equipment and labor based on the original scope of work described herein will be as follow: 30 Day Progress Payments

We sincerely appreciate the opportunity to submit this proposal and look forward to being of other service on this project.

Sincerely,  
BAD COMPANY, INC.

Jud Stringer  
Director

**ACCEPTED BY:**

  
 Signature \_\_\_\_\_ Date 12-15-14

#6

1644

AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

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

I. Silver Tusk Oil Company, LLC, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) CR 4250 located in Precinct # 2, 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 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:

4 inch diameter natural gas and natural gas liquids pipeline  
of steel construction.

The transport route (beginning and end): Beginning at the Margie Sanders #1 well  
and ending at the Enbridge tap near CR 4250.

(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

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

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

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

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

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

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



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

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

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

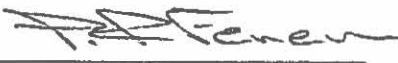
VIII. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Navarro County, Texas.

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

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

EXECUTED this 12th day of December, 2014.

OWNER

By: 

Paul R. Fenemore, its Managing Member

Company Name: Silver Tusk Oil Company, LLC

Address: 19500 State Highway 249, Suite 270, Houston, Texas 77070

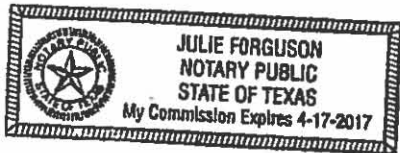
Phone Number: (281) 202-3113

NAVARRO COUNTY

By: [Signature]  
County Judge

By: [Signature]  
Commissioner of Precinct 2

Before me the undersigned notary public on this the 15<sup>th</sup> day of Dec., 2014, appeared H.M. Overton the County Judge of Navarro County, and Richard Martin Commissioner of Precinct 2 of Navarro County, who being sworn upon their oath affirmed that they executed the foregoing License for the purposes and consideration set forth herein.



(seal)

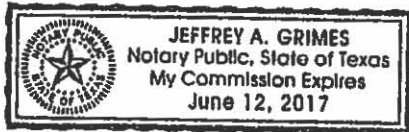
[Signature]  
Notary Public, State of Texas

Julie Forguson  
Printed Name

4-17-2017  
Commission Expires

Before me the undersigned notary public on this the 12 day of December, 2014, 2014 appeared Paul Fehemore, who is an authorized representative of Silver Tusk Oil Company, LLC (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.

(seal)

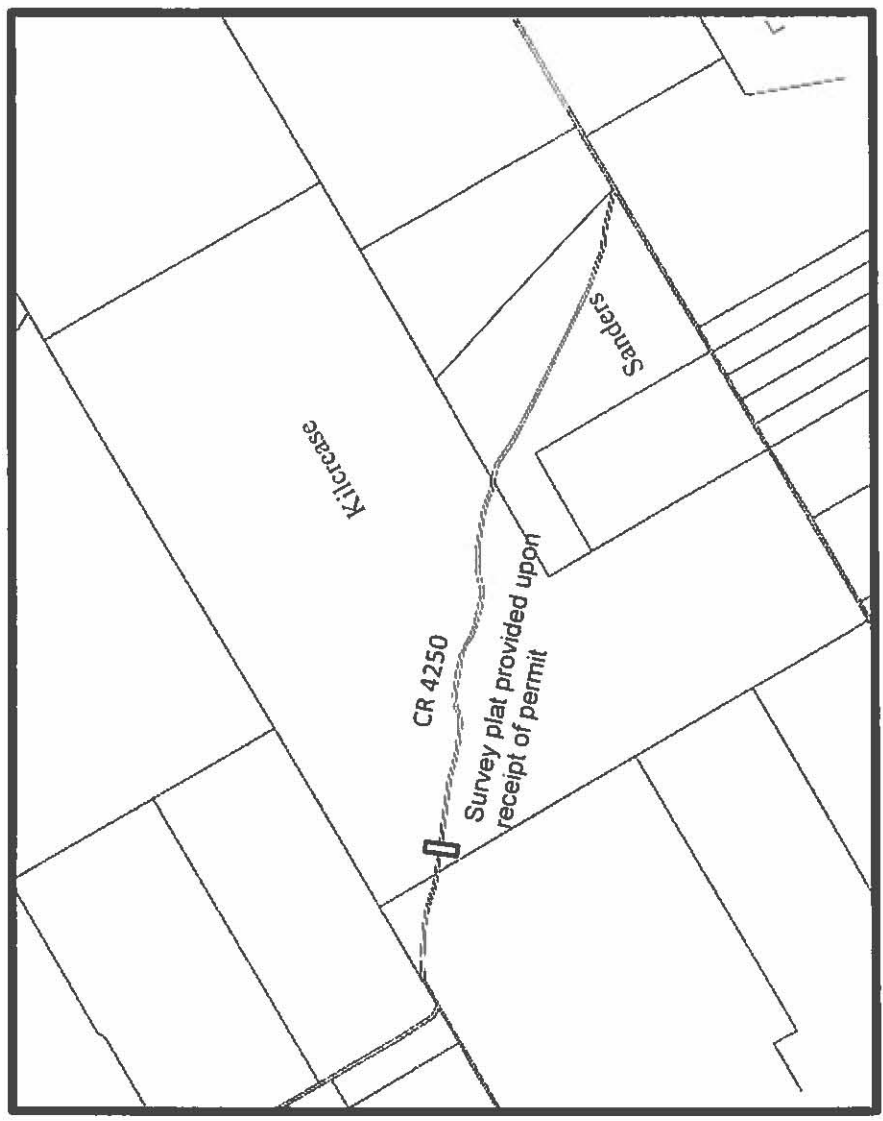


[Signature]  
Notary Public, State of Texas

Jeffrey A. Grimes  
Printed Name

June 12, 2017  
Commission Expires

ATTACHMENT "A"



AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

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

I. Silver Tusk Oil Company, LLC, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) CR 4250 located in Precinct # 2, 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 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:

4 inch diameter natural gas and natural gas liquids pipeline of steel construction.

The transport route (beginning and end): Beginning at the Margie Sanders #1 well and ending at the Enbridge tap near CR 4250.

(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

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

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

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

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

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

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



1657

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 12th day of December, 2014.

**OWNER**

By: *P.R. Fenemore*

Paul R. Fenemore, its Managing Member

**Company Name:** Silver Tusk Oil Company, LLC

**Address:** 19500 State Highway 249, Suite 270, Houston, Texas 77070

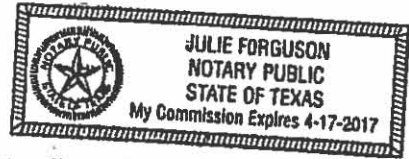
**Phone Number:** (281) 202-3113

NAVARRO COUNTY

By: [Signature]  
County Judge

By: [Signature]  
Commissioner of Precinct 2

Before me the undersigned notary public on this the 15<sup>th</sup> day of Dec., 2014, appeared H.M. Davenport the County Judge of Navarro County, and Richard Martin Commissioner of Precinct 2 of Navarro County, who being sworn upon their oath affirmed that they executed the foregoing License for the purposes and consideration set forth herein.



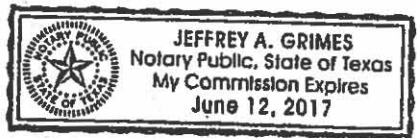
(seal)

[Signature]  
Notary Public, State of Texas

Julie Ferguson  
Printed Name

4-17-2017  
Commission Expires

Before me the undersigned notary public on this the 12<sup>th</sup> day of December, 2011, 2014 appeared Paul Fenemore, who is an authorized representative of Silver Task Oil Company, LLC (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.



(seal)

[Signature]  
Notary Public, State of Texas

Jeffrey A. Grimes  
Printed Name

June 12, 2017  
Commission Expires

ATTACHMENT "A"

