#### NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 2<sup>nd</sup>, day of April, 2018 at 9:00 a.m., in the Commissioners Courtroom of the Navarro County Courthouse 300 W. 3<sup>rd</sup> Avenue, in Corsicana, Texas. Presiding Judge HM Davenport Jr. Commissioners present Jason Grant, Dick Martin, Eddie Moore, and James Olsen.

- 1. 9:00 A.M. Motion to convene by Comm. Olsen sec by Comm. Moore Carried unanimously
- 2. Opening prayer by Comm. Moore
- 3. Pledge of Allegiance
- 4. Public Comment-no comments

#### Consent Agenda

Motion to approve consent agenda items 5 by Comm. Martin sec by Comm. Grant Carried unanimously

5. Motion to approve bills as submitted by the County Auditor, including utilities, (paid 4/02/2018)

TO WIT PG 282-285

#### Action Items

- 6. Motion to approve accepting payment in lieu of taxes from the City of Kerens Housing Authority in the amount of \$8,552.03 by Comm. Martin sec by Comm. Olsen

  Carried unanimously
- 7. Motion to approve Bond for Justice of the Peace Pct. 1 Greta Jordan by Comm.

  Grant sec by Comm. Martin

  Carried unanimously

  TO WIT PG 287-290
- 8. Table to approve the Interlocal Agreement between Limestone County and Navarro County for housing and care of inmates pursuant to Chapter 791 of the Government Code
- Motion to approve proposal for Postage Meter for the Courthouse by Comm.
   Moore sec by Comm. Olsen
   Carried unanimously

- Motion to approve of allowing Iskandia Energy Operating Inc. to cross SE CR 2040, Pct 3 by Comm. Moore sec by Comm. Grant Carried unanimously

  TO WIT PG 294-309
- 9:26 A.M. Motion to go into Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel by Comm. Olsen sec by Comm. Grant Carried unanimously

10:21 A.M. Motion to come out of Executive Session by Comm. Grant sec by Comm. Martin Carried unanimously

- 12. No action taken on Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel
- 13. Motion to adjourn by Comm. Martin sec Comm. Grant 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 April 2<sup>nd</sup> , 2018.

Signed 2<sup>nd</sup> day of April, 2018

Sherry Dowd, County Clerk

#### A/P CLAIMS LIST

282

VCH101 PAGE 1

ALL RECORDS FROM 04/02/2018 TO 04/02/2018 DATE-TO-BE-PAID

A-								
VENDOR NAME	PP	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO NO	AMOUNT
AT&TSERVICES INC.	07	2018 101-475-435	CVC - TELEPHONE	287256200779 02/12/	0779 - MAR 2	04/02/2018	04/02/2018	76.25
AT&TSERVICES INC.	07	2018 101-410-436	INTERNET	158051642 03/14/18	1642 - MAR 2	04/02/2018	04/02/2018	102.28
AT&TSERVICES INC.	07	2018 101-410-436	INTERNET	158043660 03/14/18	3660 - MAR 2	04/02/2018	04/02/2018	102.28
CORSICANA WATER DEPT	07	2018 101-410-430	UTILITIES	006-0001690-001 02/	90001 - MAR	04/02/2018	04/02/2018	205.32
CORSICANA WATER DEPT	07	2018 101-410-430	UTILITIES	006-0001691-001 02/	91001 - MAR	04/02/2018	04/02/2018	60.52
CORSICANA WATER DEPT	07	2018 101-410-430	UTILITIES	014-0000010-005 02/	10005 - MAR	04/02/2018	04/02/2018	46.50
CORSICANA WATER DEPT	07	2018 101-411-430	UTILITIES	014-0000120-003 02/	20003 - MAR	04/02/2018	04/02/2018	169.42
CORSICANA WATER DEPT	07	2018 101-410-430	UTILITIES	014-0000190-002 02/	90002 - MAR	04/02/2018	04/02/2018	79.99
CORSICANA WATER DEPT	07	2018 101-412-430	UTILITIES	006-0000070-005 02/	70005 - MAR	04/02/2018	04/02/2018	61.11
CORSICANA WATER DEPT	07	2018 101-412-430	UTILITIES	006-0000080-005 02/	80005 - MAR	04/02/2018	04/02/2018	109.81
CORSICANA WATER DEPT	07	2018 101-512-435	UTILITIES	014-0000071-001 02/	71001 - MAR	04/02/2018	04/02/2018	6.236.10
CORSICANA WATER DEPT	07	2018 101-410-430	UTILITIES	014-0000020-008 02/	20008 - MAR	04/02/2018	04/02/2018	46.50
NORTHLAND COMMUNICAT	07	2018 101-568-436	INTERNET	223 W 1ST AVE 04/01	0490 - MAR 2	04/02/2018	04/02/2018	143.99
NORTHLAND COMMUNICAT	07	2018 101-561-435	TELEPHONE - UVER	312 W 2ND AVE 04/01	6387 - MAR 2	04/02/2018	04/02/2018	79.99
VERIZON WIRELESS	07	2018 101-560-451	MAINT CONTRACT -	02/11/18 - 03/10/18	9803325050	04/02/2018	04/02/2018	1.292.18
VERIZON WIRELESS	07	2018 101-560-451	MAINT CONTRACT -	12/11/17 - 01/10/18	9799695414	04/02/2018	04/02/2018	775.17
VERIZON WIRELESS	07	2018 101-560-451	MAINT CONTRACT -	02/11/18 - 03/10/18	9803325052	04/02/2018	04/02/2018	1,327.13

VERIZON WIRELESS 07 2018 101-560-451 MAINT CONTRACT - 01/11/18 - 02/10/18 9801499773 04/02/2018 04/02/2018

12,241.67

1.327.13

G-02/2018 08:50:18 C S C D

A/P CLAIMS LIST

VCH101 PAGE

ALL RECORDS FROM 04/02/2018 TO 04/02/2018 DATE-TO-BE-PAID

VENDOR NAME

PP ACCOUNT #

ACCOUNT NAME

ITEM/REASON

INVOICE # VP DATE DATE TBP PO NO

NORTHLAND COMMUNICAT 08 2018 151-571-435 TELEPHONE & INTE SUITE 203 04/01/18 6230 - MAR 2 04/02/2018 04/02/2018

122.71

122.71

0:492/2018 08:50:18 ROAD & BRIDGE #4 A/P CLAIMS LIST

284 VCH101 PAGE 3

ALL RECORDS FROM 04/02/2018 TO 04/02/2018 DATE-TO-BE-PAID

VENDOR NAME PP ACCOUNT # ACCOUNT NAME ITEM/REASON INVOICE # VP DATE DATE TBP PO NO AMOUNT

WINDSTREAM

07 2018 214-614-435 TELEPHONE 125287122 03/19/18 7122 - MAR 2 04/02/2018 04/02/2018

56.31

56.31

04#02/2018 08:50:18 HIDTA FUND - 319 A/P CLAIMS LIST 285 VCH101 PAGE 4

ALL RECORDS FROM 04/02/2018 TO 04/02/2018 DATE-TO-BE-PAID

VENDOR NAME	pp	ACCOUNT	#	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP F	ON O	AMOUNT
AT&T- HIDTA ONLY	04	2018 319-5	516-411	SERVICES	157407533 03/12/18	7533 - MAR 2	04/02/2018	04/02/2018		59.84
ATMOS ENERGY	04	2018 319-5	516-418	FACILITIES	3027278267 02/17/18	8267 - MAR 2	04/02/2018	04/02/2018		84.62
FEDEX - TXMAS	04	2018 319-5	516-411	SERVICES	2934-0047-4	6-126-07952	04/02/2018	04/02/2018		170.73
MITEL CLOUD SERVICES	04	2018 319-5	516-411	SERVICES	064109628 03/15/18	28750450	04/02/2018	04/02/2018		1,252.00
										1,567.19

TOTAL PAYABLES

13.987.88

#### HOUSING AUTHORITY OF THE CITY OF KERENS

17440

INVOICE NO.	REFERENCE	AMOUNT	DISCOUNT	NET AMT.
-	4520	0.00	0.00	8552.0

Date 03/01/18

Check Number 00017440

Check Amount \$ 8552.03 agenda for

HOUSING AUTHORITY OF THE CITY OF KERENS P.O. BOX 279

KERENS, TX 75144

PROSPERITY BANK 88-2265/1131

17440 RITHALDARMON

CHECK NO. 00017440

\*\* EIGHT THOUSAND FIVE HUNDRED FIFTY TWO DOLLARS AND 03 CENTS \*\*

DATE

**AMOUNT** 

PAY TO THE ORDER

MIKE DOWD, TAX ASSESSOR

**NAVARRO COUNTY** 

03/01/18

\*\*\*\*8,552.03 VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE

MEMO: 2017 PILOT

#017440# #113122655# 10#21179#





MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 5050 FOR RECORD PHONE: (800) 678-8171 FAX: (515) 243-3854 AT 9:00 O'CLOCK 6.M.

## TEXAS OFFICIAL BOND AND OATH FOR JUSTICE OF THE PEACE PRECINCT # 1

APR 02 2018

SHERRY DOWD, County Clerk
NAVARRO COUNTY, TEXAS
Y DEPUTY

		BY ASSOCIATION
THE STATE OF TEXAS	D:: 314	TX5124028
County of Navarro	Bond N	NO
KNOW ALL PERSONS BY THESE PRESE	ENTS:	
That we, Greta Jordan the MERCHANTS BONDING COMPANY ( as Surety, are held and firmly bound unto the State of Texas, his/her successors in office	Mutual), a corporation duly licensed to do bus he County Judge of the County of	, as Principal, and siness in the State of Texas, Navarro
(\$5,000.00).		
on the 20th day of March	OBLIGATION is such, that, whereas, the above, 2018, duly Appointed  Navarro County in the, 2018 and expiring on the31st day	to the office of
	shall faithfully and impartially discharge the du that comes into his/her hands during the tern n full force and effect.	
ber of claims which may be made against t	lless of the number of years this bond may rei his bond, the liability of the Surety shall not be aims, suits, or actions under this bond shall no hall not be cumulative.	e cumulative and the aggre-
	nd may be canceled by the Surety by sending less than thirty (30) days thereafter, the Surecipal.	
Dated this21st	day of March	2018
	Custo London	
	Greta Jordan	Principal
	By: Greta Jordan	
	Merchants Bending Company (Mutual)	
	of tall IP	
	Edward Monroe Polk III Attorney-in-Fact	
THE STATE OF TEXAS	OWLEDGEMENT OF PRINCIPAL	KIM SOUTHARD
County of Novation	1(5)	Notary ID # 11751507 My Commission Expires
4 5 21	Q STORY	December 22, 2020
Before me, Greta Jordan	, a notary <del>public, or</del> known to me to be the person wh	this day personally appeared
foregoing instrument, and acknowledged to therein expressed.	me that he/she executed the same for the pu	
Given under my hand and seal of o	S. C.	/
thisdw^day o	March	<u> 2018</u> .
	i di cui a na	
PO 0157 TX (2/15)	North 20	County, Texas.

# OATH OF OFFICE (General)

288

I,	do solemnly swear (or affirm) that I will
faithfully execute the duties of the office of of the State of Texas, and will to the best of my ability the United States and of this State; and I furthermore sindirectly paid, offered, or promised to pay, contributed	preserve, protect, and defend the Constitution and laws of
	Signed
Sworn to and subscribed before me at of,	, Texas, thisday
SEAL	County, Texas
THE STATE OF TEXAS	
County of Navarro	
County of Navario	
The foregoing bond of <u>Greta Jordan</u> in and for <u>Na</u>	as varro County and State of Texas,
this day approved in open Commissioner's Court.	Odulty and State of Texas,
ATTEST:  Shew Court Navarro Count	Date April 2, 2018  County Judge,  Navarro  County, Texas
THE STATE OF TEXAS  County of Navarro	
1, Sherry Dowd hereby certify that the foregoing Bond dated the 21 with its certificates of authentication, was filed for recor April , at 9:0 day of April , 2018 , at	
of said County in Wellstree 2018-9 , on page , on page	
WITNESS my hand and the seal of the County	(41)
	Sherry DowdClerk
By Shew Dowl Clerk Deput PO 0157 TX (2/15)	Y County Court <u>Navarro</u> County



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

#### **Edward Monroe Polk III**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seat when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of

March

, 2018 -

TIONA ON THE COMPANY OF THE PROPERTY OF THE PR

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

Despident

STATE OF IOWA COUNTY OF DALLAS ss.

On this this 21st day of March , 2018 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



ALICIA K. GRAM Commission Number 767430 My Commission Expires April 1, 2020

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seat of the Companies on this 21st day of

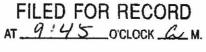
March

2018 .

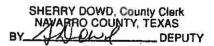
TIONA ON THE TOTAL THE TOT

Secretary

William Harner Jr.









# STATEMENT OF OFFICER

#### Statement

I, Greta Jordan , do solemnly swear (or	affirm), that I have not directly or			
indirectly paid, offered, promised to pay, contributed, or promised to contribute any				
money or thing of value, or promised any public of	fice or employment for the giving or			
withholding of a vote at the election at which I was	elected or as a reward to secure my			
appointment or confirmation, whichever the case n	nay be, so help me God.			
Justice of the Peace, Pct. 1	Navarro			
Position to Which Elected/Appointed	County			

#### Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

326/2018 Date

Signature of Officer





#### State and Local Fair Market Value Lease

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_				_		-	$\perp$	_
		A -		-	4 Bless	mber		
		A	liee	men	FIAR	moer		

our Business Information	THE RESIDENCE OF STREET, SAN THE STREET, SAN THE STREET, SAN THE SAN T	Principal Color Co		
Full Legal Name of Lessee / DBA Name of Lesse			Tax ID # (FEIN/TIN)	
Navarro County Courthouse	2 0000		038753321	
Sold-To: Address				
300 W 3rd Ave, Ste 4, Corsicana, TX, 75110-4603, t	JS			
Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #		
Natalie Robinson	(903) 875-3321	0018253114		
Bill-To: Address				
300 W 3rd Ave, Ste 4, Corsicana, TX, 75110-4603, U	JS			
3iii-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email	
Natalie Robinson	(903) 875-3321	0018253114	nrobinson@navarrocounty.org	
Ship-To: Address				
300 W 3rd Ave Suite 2, Corsicana, TX, 75110-4603,	us			
Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #		
Natalie Robinson	(903) 875-3321	0018253173		

PO#

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FS1	USPS Special Services Software
1	1FWV	5 lb Interfaced Weighing Unit
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	APKE	SendPro P Receiving Feature
1.	APKF	SendPro P Shipping Feature
1	APSA	Connect +130 LPM Speed
1	AZBA	SendPro P1000 Series
1	AZBE	SendPro P Series Mono Print Module
1	M9SS	Mailstream Intellilink Services
1	MSD1	10° Color Touch Display
1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform

1	MW97182	Wireless LAN Adapter
1	PTJ1	Postal Shipping
1	PTJN	SINGLE USER ACCESS
1	PTJR	50 User Access with Hardware or Meter
1	РТК1	WEB BROWSER INTEGRATION
1	РТК3	Connect+ Meter Integration
1	SJM1	SoftGuard for SendPro P1000
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan	T T T T T T T T T T T T T T T T T T T	W NO THE PERSON NAMED IN COLUMN 1		
Initial Term: 60 months	Initial Payment Amount	•	( ) Tax Exempt Certificate Attached	
Number of Months	Monthly Amount	Billed Quarterly at*	( ) Tax Exempt Certificate Not Required	
60	\$ 349.68	\$ 1,049.04	(X) Purchase Power® transaction fees included  ( ) Purchase Power® transaction fees extra	
More as a set as a second of a property of	and the second second contact to the first bullet and a second	a to		

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 1/18), which are available at <a href="http://www.pb.com/statelocal/myterms">http://www.pb.com/statelocal/myterms</a> and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <a href="http://www.pb.nevbowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html">http://www.pb.nevbowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html</a>. Those additional terms are incorporated by reference.

Not Applicable State/Entity's Contract #	
Lessee Signature Film Davenmont Sr	Pitney Bowes Signature
Print Name Mavarro County Judge	Print Name
Date	Title  Date
Haringot Drawnocounty org	

Charlene Hunt	charlene.hunl@pb.com		
Account Rep Name 1	Email Address	PBGFS Acceptance	

### AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

# STATE OF TEXAS §

# **COUNTY OF NAVARRO §**

KNOW ALL MEN BY THESE PRESENTS:	
Iskandia Energy Operating, Inc. , Owner of a (pipeline, utility line, gas or sewer	
line) hereby contracts and covenants with Navarro County ("the County") as follows:	
I. <u>Iskandia Energy Operating, Inc.</u> , 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 SE2040 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 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 (four) feet underneath the lowest part of the County's bar ditches and/or road surfaces.	
Type of Pipeline: oil, gas and water transfer lines	
The transport route (beginning and end): 2,700 Feet North East of the intersection of CR SE1090 and CRSE2040. The drill will be made at a depth of 4 feet below the ditch line traveling North West to South East.	
(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 four (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 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.
- Owner, its successors and assigns agree to release, defend, indemnify, and hold VI. 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 contactors') 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.

OWNER

By:
Eric Unverzagt

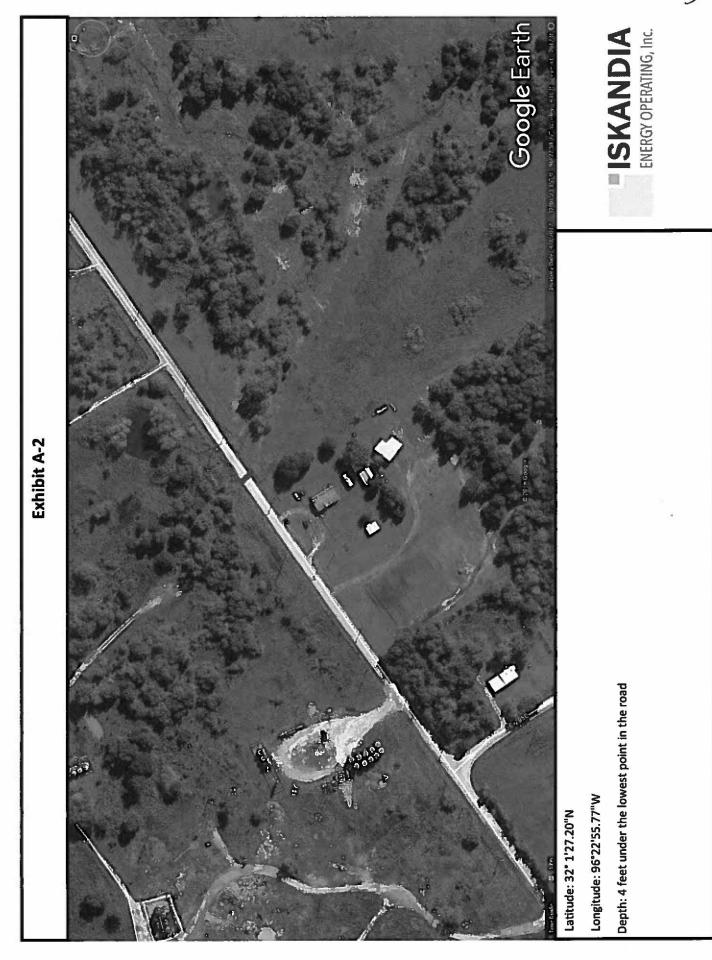
Company Name: Iskandia Energy Operating, Inc.

Address: 801 Travis St. Suite 1818, Houston, TX 77002

Phone Number: 281-682-5511

AVAR	RO COUNTY		
y:	of landaun	2	
	County Judge	V	
y:	ommissioner of Preci		

	ry public on this the day of, 2017,
appeared, the County J	udge of Navarro County, and
Commissione	er of Precinct of Navarro County, who being sworn
upon their oath affirmed that they execu consideration set forth herein.	ited the foregoing License for the purposes and
	N. A D. L.U. Casa - F.T.
	Notary Public, State of Texas
(seal)	Printed Name
	Commission Expires
Before me the undersigned notar	ry public on this the day of, 2017,
appeared, who is an	authorized representative of
	ir oath affirmed that he is authorized by Owner to sign regoing License for the purposes and consideration set
\$r.	N. J. P. L. Co. J. P. P. Co. J. P. P. Co. J. P. P. Co. J. P. Co. J. P. Co. J
٠,	Notary Public, State of Texas
(seal)	Printed Name



# AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

# STATE OF TEXAS §

# **COUNTY OF NAVARRO §**

KNOW ALL MEN BY THESE PRESENTS:
Iskandia Energy Operating, Inc. , Owner of a (pipeline, utility line, gas or sewer
line) hereby contracts and covenants with Navarro County ("the County") as follows:
I. Iskandia Energy Operating, Inc., 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) <u>CR SE2040</u> located in Precinct # <u>3</u> , 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 of 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 (four) feet underneath the lowest part of the County's bar ditches and/or road surfaces.
Type of Pipeline: oil, gas and water transfer lines
The transport route (beginning and end): 1,400 Feet North East of the intersection of CR SE1090 and CRSE2040. The drill will be made at a depth of 4 feet below the ditch line traveling North West to South East.

(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 four (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 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.

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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.

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OWNER

By:
Eric Unverzagt
, its Landman

Company Name: Iskandia Energy Operating, Inc.
Address: 801 Travis St. Suite 1818, Houston, TX 77002

Phone Number: 281-682-5511

NAVARRO COLINTY

By:
County Judge

By:
Commissioner of Precinct

Before me	undersigned notary public on this the day of, 2017,
appeared	the County Judge of Navarro County, and
	Commissioner of Precinct of Navarro County, who being sworn
upon their oath af	ned that they executed the foregoing License for the purposes and
consideration set i	h herein.
	f.
	Notary Public, State of Texas
(D)	Printed Name
(seal)	Printed Name
	Commission Expires
	Commonon Enphase
Before me	undersigned notary public on this the day of, 2017,
	, who is an authorized representative of
(Owner) and who	ng sworn upon their oath affirmed that he is authorized by Owner to sign
	he executed the foregoing License for the purposes and consideration set
forth herein.	STANDARD CONTROL OF THE STANDARD STAND
	Notary Public, State of Texas
(scal)	Printed Name
	Commission Expires
	Commission exducs

# Exhibit A-1



Latitude: 32° 1'19.83"N

Longitude: 32° 1'19.83"N

Depth: 4 feet under the lowest point in the road



