

NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 24th day of June, 2013 at 10:00 a.m., in the County Courthroom of the Navarro County Courthouse in Corsicana Texas. Presiding Judge HM Davenport, Commissioners Present Jason Grant, Dick Martin, David Warren, and James Olsen.

1. 10:00 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren
All voted aye motion carried
2. Opening prayer by Judge Davenport
3. Pledge of Allegiance
4. Public Comments-Bobby Vickery-Courthouse **TO WIT PG 571**

Consent Agenda

Motion to table item #5 motion to approve consent agenda item # 6 by Comm. Martin sec by Comm. Olsen

All voted aye motion carried

5. Approve the minutes from the previous meetings of June 10, 2013, and June 18, 2013
6. Approve and Pay bills as submitted by the County Auditor, including payroll (paid 6/14/2013)

Regular Agenda

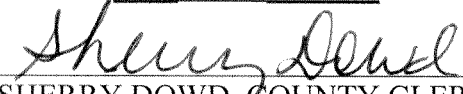
7. No action taken on Burn Ban-remains off
8. Motion to approve Treasurer's report for April and May 2013 by Comm. Grant sec by Comm. Martin **TO WIT PG 572-575**
All voted aye motion carried
9. Motion to approve Texas Association of Counties Risk Management property insurance renewal application by Comm. Olsen sec by Comm. Warren
All voted aye motion carried **TO WIT PG 576-582**
10. Motion to approve Resolution between Navarro County Texas and Corsicana Water and Adventure Park, LP for a Commercial Tax Abatement by Comm. Martin sec by Comm. Warren **TO WIT PG583-598**

11. Motion to approve Resolution between Navarro County Texas and Guardian Industries Corporation for a Commercial Tax Abatement by Comm. Grant sec by Comm. Olsen
TO WIT PG 599-613
All voted aye motion carried
12. Discussion with County Extension Agent Logan Lair Regarding Cleanup Day Sept. 20th Tire Day
13. Motion to approve surplus items from Sheriff's Department by Comm. Grant sec by Comm. Olsen
TO WIT PG 614
All voted aye motion carried
14. Motion to approve salvage items from Sheriffs Department by Comm. Olsen sec by Comm. Warren
TO WIT PG 614-615
All voted aye motion carried
15. Motion to approve surplus items from drug seizures by Comm. Martin sec by Comm. Grant
TO WIT PG615-617
All voted aye motion carried
16. Motion to approve to salvage 2 high back chairs and 2 low back chairs by Judge Davenport sec by Comm. Warren
All voted aye motion carried
17. Motion to approve Agreement with MEN Water Supply Corp. to cross SECR 3170, Pct. 2 by Comm. Martin sec by Grant
TO WIT PG 618-628
All voted aye motion carried
18. Motion to approve resolution to adopt Navarro County investment policy and investment strategies for 2013 in accordance with GC. Section 2256.005(e) by Comm. Martin sec by Comm. Warren
TO WIT PG629-637
All voted aye motion carried
19. Motion to approve designate County Investment Officers in accordance with GC, Section 225.005(f) by Comm. Olsen sec by Comm. Grant
All voted aye motion carried
20. Motion to approve designate investment officers to manage Depository Bank Collateral Transactions in accordance with the LGC Chapter 116, Section 116.082 by Judge Davenport sec by Comm. Warren
All voted aye motion carried

21. Motion to approve to adopt procedure to allow Investment Officers to manage the approval of the substitution or replacement of securities held as collateral by the Depository Bank per LGC, Chapter 116, Sec 116.082 by Comm. Olsen sec by Comm. Martin
All voted aye motion carried
22. Motion to approve of road crossing agreement at SECR 1090, Navarro Slab for Thurston Texas Operating Company by Comm. Warren sec by Comm. Martin
All voted aye motion carried **TO WIT PG 638-644**
23. Motion to approve Google agreement for North Texas HIDTA by Comm. Grant sec by Comm. Martin
All voted aye motion carried **TO WIT PG 645-655**
24. Motion to approve lease purchase of boom and side mowers in precinct 4 by comm. Olsen sec by Comm. Warren
All voted aye motion carried
25. Motion to approve to go into Executive Session Pursuant to the Texas Government Code Section 551.072 to discuss Real Property by Comm. Martin sec by Comm. Warren
All voted aye motion carried
Motion to come out of Executive Session by Comm. Martin sec by Comm. Warren
All voted aye motion carried
26. No action taken in Executive Session pursuant to the Texas Government Code Section 551.072 to discuss Real Property
27. Motion to Recess until 2:00 P.M. by Judge Davenport sec by Comm. Olsen
All voted aye motion carried
Motion to come out of recess by Comm. Martin sec by Comm.. Grant
All voted aye motion carried
28. Workshop on Bid Assessment
29. Motion to adjourn by Comm. Martin sec by Comm. Grant
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 24th 2013.

SIGNED 24th DAY OF JUNE 2013.


SHERRY DOWD, COUNTY CLERK



NAVARRO COUNTY COMMISSIONERS COURT
PUBLIC COMMENTS PARTICIPATION FORM

PRINT NAME AND SUBJECT

Date 6-24-13

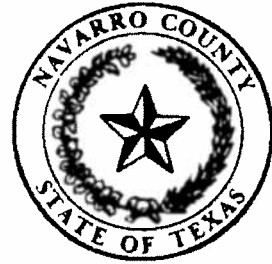
NAME	SUBJECT
1. <u>Robert (Bobby) Vickery</u>	<u>Conthorse</u>
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____

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AFFIDAVIT SUBMITTED BY
Frank Hull
NAVARRO COUNTY TREASURER

STATE OF TEXAS
COUNTY OF NAVARRO

April, 2013



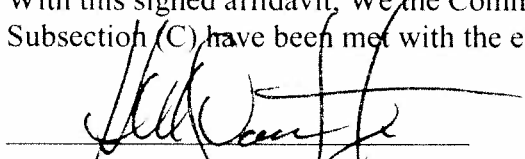
I, Frank Hull, Navarro County Treasurer, present the following report to the Navarro County Commissioner's Court and affirm the foregoing Monthly Report to be true and correct statement to the best of my knowledge of all accounts under the control of the Navarro County Treasurer.

Whereas, Section 114.026 of the Local Government Code requires a Treasurer's Report be submitted at least once a month to the Commissioner Court at a regular term; and

Whereas, the Navarro County Commissioners Court has compared and examined the Treasurer's Report submitted for approval on June 24, 2013 which is attached hereto and has determined that the Treasurer's Report is correct.

It is therefore ordered, that the Navarro County Treasurer's Report which is attached is approved as presented by the Navarro County Treasurer to the Commissioner's Court of Navarro County, Texas and this Order Approving the Navarro County Treasurer's Report are to be entered into the Minutes.

With this signed affidavit, We the Commissioners Court, state that the requirements of Subsection (C) have been met with the examination of this report.


H. M. Davenport Jr. – County Judge

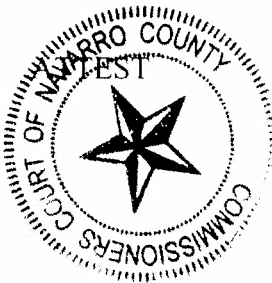

Jason Grant – Commissioner Pct. 1

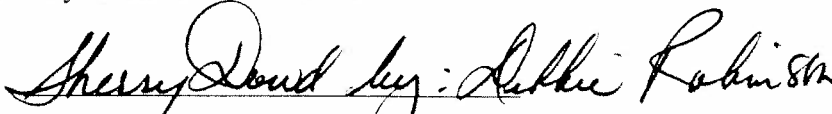

Richard Martin – Commissioner Pct. 2

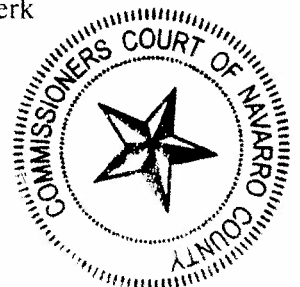

David Warren – Commissioner Pct 3


James Olsen – Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 24 Th day of June, 2013 by H. M. Davenport, Jason Grant, Richard Martin, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.



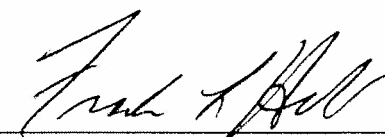

Sherry Dowd – Navarro County Clerk

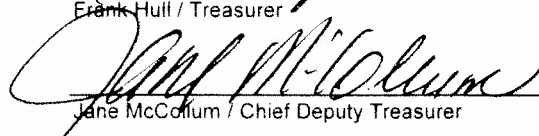


NAVARRO COUNTY, TEXAS
REPORT OF CASH AND INVESTMENTS
FOR THE MONTH OF APRIL, 2013

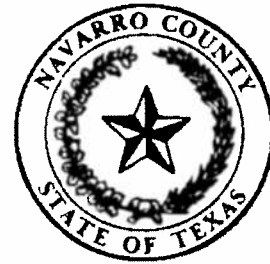
FUND	BEGINNING BALANCE	RECEIPTS	TEX POOL DEP/WD	DISBURSEMENTS	ENDING BALANCE	BANK INTEREST	TEX POOL BALANCE	TEX POOL INTEREST	TOTAL
GENERAL	9,791,205.78	2,104,208.39		2,687,645.35	9,207,768.82	6,057.47	823,547.07	85.58	10,031,315.89
COMMUNITY SUPERVISION	373,588.15	98,437.96		124,121.90	347,904.21	230.19	91,148.52	9.43	439,052.73
JUVENILE PROBATION	66,968.98	30,750.44		25,214.49	72,504.93	40.44	35,795.61	3.71	108,300.54
FLOOD CONTROL	717,946.58	4,449.45		14,769.00	707,627.03	439.27	2,116.89	0.30	709,743.92
ROAD & BRIDGE - PCT 1	621,116.51	78,829.21		101,157.10	598,788.62	387.16	87,421.77	9.08	686,210.39
ROAD & BRIDGE - PCT 2	594,468.06	80,495.19		71,609.18	603,354.07	387.18	175,538.92	18.24	778,892.99
ROAD & BRIDGE - PCT 3	511,028.34	79,376.69		112,457.92	477,947.11	387.18	119,700.43	12.44	597,647.54
ROAD & BRIDGE - PCT 4	735,531.37	78,081.86		66,440.54	747,172.69	387.18	30,982.03	3.23	778,154.72
H.I.D.T.A.	18,564.08	185,858.69		186,054.41	18,368.36	20.10	-	-	18,368.36
H.I.D.T.A. SEIZURE	255.57	0.16		-	255.73	0.16	1,665.57	0.28	1,921.30
DEBT SERVICE	85,500.49	9,115.13		-	94,615.62	55.50	2,139.01	0.30	96,754.63
CAPITAL PROJECTS	254,151.06	156.67		-	254,307.73	156.67	104,946.92	10.91	359,254.65
SHERIFF SEIZURE	155,898.09	95.97		696.45	155,297.61	95.97	148,028.34	15.41	303,325.95
DISTRICT ATTY FORF	43,090.59	210,523.24		190,228.76	63,385.07	67.28	110,097.15	11.42	173,482.22
HEALTH INSURANCE	218,030.85	252,859.82		205,927.69	264,962.98	40.78	11,724.11	1.20	276,687.09
ECONOMIC DEVELOPMENT	211.04	0.13		-	211.17	0.13	2,108.71	0.30	2,319.88
TRUST	1,531,733.14	78,152.70		86,616.35	1,523,269.49	981.65	256,988.29	28.74	1,780,257.78
LAKE TRUST	230.21	0.14		-	230.35	0.14	93,324.41	9.70	93,554.76
REVOLVING & CLEARING (Bank Balance)	275,740.80	320,122.50		284,141.87	311,721.43	223.65	750.02	-	312,471.45
PAYROLL FUND	5,821.09	891,201.64		891,159.55	5,863.18	42.09	-	-	5,863.18
DISBURSEMENT FUND	1,693.43	2,233,321.54		2,233,197.76	1,817.21	123.78	-	-	1,817.21
TOTAL	16,002,774.21	6,736,037.52		7,281,438.32	15,457,373.41	10,123.97	2,098,023.77	218.25	17,555,397.18

	CURRENT MONTH	YTD
INTEREST EARNED:	10,342.22	52,298.70


 Frank Hull / Treasurer 5/29/13
Date


 Jane McCollum / Chief Deputy Treasurer 5/15/13
Date

AFFIDAVIT SUBMITTED BY
Frank Hull
 NAVARRO COUNTY TREASURER



STATE OF TEXAS
COUNTY OF NAVARRO

May, 2013

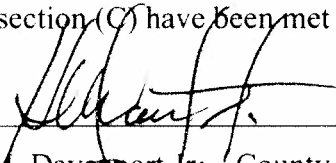
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With this signed affidavit, We the Commissioners Court, state that the requirements of Subsection (C) have been met with the examination of this report.


 H. M. Davenport Jr. – County Judge

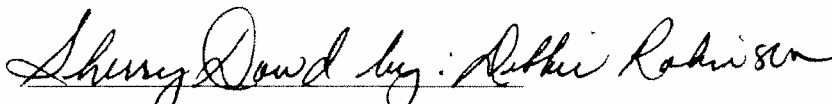

 Richard Martin – Commissioner Pct. 2

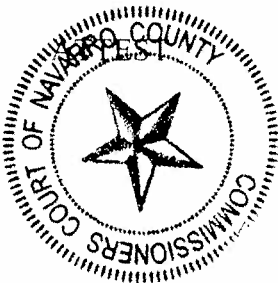

 James Olsen – Commissioner Pct 4


 Jason Grant – Commissioner Pct. 1


 David Warren – Commissioner Pct 3

SWORN AND SUBSCRIBED TO BEFORE ME, this 24 Th day of June, 2013 by H. M. Davenport, Jason Grant, Richard Martin, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.


 Sherry Dowd – Navarro County Clerk



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NAVARRO COUNTY, TEXAS
REPORT OF CASH AND INVESTMENTS
FOR THE MONTH OF MAY, 2013

FUND	BEGINNING BALANCE	RECEIPTS	TEX POOL DEP/WD	DISBURSEMENTS	ENDING BALANCE	BANK INTEREST	TEX POOL BALANCE	TEX POOL INTEREST	TOTAL
GENERAL	9,207,768.82	1,261,451.39		2,099,146.73	8,370,073.48	5,835.26	823,619.26	72.19	9,193,692.74
COMMUNITY SUPERVISION	347,904.21	42,318.97		89,863.05	300,360.13	929.00	91,156.51	7.99	391,516.64
JUVENILE PROBATION	72,504.93	30,511.63		35,026.05	67,990.51	42.63	35,798.74	3.13	103,789.25
FLOOD CONTROL	707,627.03	7,117.55		-	714,744.58	452.94	2,117.18	0.29	716,861.76
ROAD & BRIDGE - PCT 1	598,788.62	102,434.67		159,603.83	541,619.46	375.95	87,429.43	7.66	629,048.89
ROAD & BRIDGE - PCT 2	603,354.07	72,537.78		143,112.53	532,779.32	375.94	175,554.30	15.38	708,333.62
ROAD & BRIDGE - PCT 3	477,947.11	79,558.01		153,530.73	403,974.39	375.94	119,710.91	10.48	523,685.30
ROAD & BRIDGE - PCT 4	747,172.69	79,531.03		141,295.94	685,407.78	375.94	30,984.74	2.71	716,392.52
H.I.D.T.A.	18,368.36	275,716.64		275,738.14	18,346.86	20.09			18,346.86
H.I.D.T.A. SEIZURE	255.73	0.16		-	255.89	0.18	1,665.64	0.07	1,921.53
DEBT SERVICE	94,615.62	15,065.03		-	109,680.65	65.20	2,139.31	0.30	111,819.96
CAPITAL PROJECTS	254,307.73	161.99		-	254,469.72	181.99	104,956.15	9.23	359,425.87
SHERIFF SEIZURE	155,297.61	12,688.04		-	167,985.65	104.84	148,041.28	12.94	316,026.93
DISTRICT ATTY FORF	63,385.07	20,416.23		43,885.00	39,916.30	34.43	110,106.81	9.66	150,023.11
HEALTH INSURANCE	264,962.98	257,871.04		495,216.04	27,617.98	57.44	11,725.11	1.00	39,343.09
ECONOMIC DEVELOPMENT	211.17	0.13		-	211.30	0.13	2,109.00	0.29	2,320.30
TRUST	1,523,269.49	43,366.12		46,945.71	1,519,689.90	1,010.22	257,010.82	22.53	1,776,700.72
LAKE TRUST	230.35	0.15		-	230.50	0.15	93,332.57	8.16	93,563.07
REVOLVING & CLEARING	311,721.43	500,947.62		469,932.70	342,736.35	238.11	750.02	-	343,486.37
PAYROLL FUND	5,863.18	916,886.03		916,860.19	5,889.02	25.84	-	-	5,889.02
DISBURSEMENT FUND	1,817.21	3,097,728.13		3,097,596.30	1,949.04	178.58	-	-	1,949.04
TOTAL	15,457,373.41	6,816,308.34		8,167,752.94	14,105,928.81	10,660.78	2,098,207.78	184.01	16,204,136.59

	CURRENT MONTH	YTD
INTEREST EARNED:	10,844.79	63,141.48

Frank Hull / Treasurer

Date

Jane McCollum / Chief Deputy Treasurer

Date



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Property Renewal Application

Member Name: Navarro County

Pool Coordinator: Ms. Kathy Hollomon

Email: khollomon@navarrocounty.org

Renewing Coverage Information

coverage anniversary date: July 1, 2013

Property deductible: \$5,000 *Please contact us if you would like to*

Mobile Equipment deductible: \$5,000 *discuss deductible options*

this application contains trended values.

Exposures that were previously appraised are shown with trended values provided by CBIZ Valuation Group.

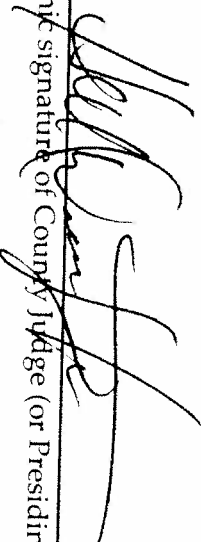
Our trended value percent change is: 1.38%

Trended values incorporate changes in costs for construction materials, labor, electronic equipment, & contents per a geographic region. Trending values between appraisals ensures coverage remains current at a 100% replacement/reproduction value.

Instructions for Completion

- 1) Review each tab and update as needed.
- 2) Include Declarations page for any National Flood Insurance Program coverage in force.
- 3) Email completed application by June 1, 2013 to: TACRMPoolPropertyRenewal@county.org

All entries are subject to approval, further information may be requested upon review.
this application is not received by June 1, 2013, coverage will be renewed as it currently stands with any requested changes handled by endorsement.


Electronic signature of County Judge (or Presiding Official of Political Subdivision)

Your Member Services Representative is available to assist you with any questions or concerns and can be reached at 1-800-456-5974.

5/28

Buildings & Contents - Replacement Cost

5775

- To update a current exposure:**
- 1) Enter "X" in the appropriate box indicating the type of update.
 - 2) Enter revised information in appropriate boxes (type over current information).
 - 3) Enter comments in column O as needed.
- To add a new exposure:**
- 1) Enter new exposure information in the designated rows at the bottom of the listing.
 - 2) Include construction material (i.e., steel, wood, etc.) in comments column.

Notes: All values below are to equal the 100% total replacement cost.
 Exclude a basement when reporting the number of Stories & Square Footage.
 Removing coverage from a building includes all contents, EDP, & Mobile Voting Equipment unless otherwise specified in the comments column

Sold or Demolished	Remove Coverage	Change	Item #	Occupancy	Location (911 address)	Structure	Contents	Site Improvements	EDP	Mobile Voting Equipment	Year Built	Stories	Square Footage
			104	COURTHOUSE	300 W. 3RD. CORSICANA, TX 75110	11,064,019	2,920,966	147,360	324,506	492,135	1905	4	52,800
Sold	Remove		105	COMMUNITY CENTER	4205 FM RD 3096, KERENS, TX 75144	223,797	0	0	0	0	1985	1	5,586
			106	JUSTICE CENTER	312 W. 2ND STREET, CORSICANA, TX 75110	11,884,508	1,673,530	71,689	281,543	0	1988	1	58,529
			109	EOC BUILDING	223 W. 1ST AVE., CORSICANA, TX 75110	142,703	29,005	10,690	163,278	0	1986	1	1,500
			111	PORTABLE BLDG #1	400 W. 2ND AVE., CORSICANA, TX 75110	9,541	25,533	0	0	0	2005	1	320
			112	OFFICES (INCL. TENANT IMPROV.)	8404 ESTERS ROAD, IRVING, TX 75063	0	1,634,107	0	0	0	1998	1	30,520
			113	LOG CABIN / STORAGE	209 WEST 1ST AVENUE, CORSICANA, TX 75110	88,301	51,066	0	0	0	1902	1	1,331
			114	PCT 3 MAINTENANCE BARN #1	17500 FM 709 N, DAWSON, TX 76639	73,584	64,547	6,708	0	0	1964	1	2,400
			115	PCT 2 MAINTENANCE BARN	907 NW 2ND STREET, KERENS, TX 75144	84,444	64,547	4,402	1,678	0	1962	1	2,500
			116	PCT 4 MAINTENANCE BARN	104 E 2ND ST, BLOOMING GROVE, TX 76626	84,444	64,547	4,402	0	0	1942	1	2,500
			117	PCT 1 MAINTENANCE BARN	3640 W. HWY 31, CORSICANA, TX 75110	90,128	63,424	5,869	0	0	1962	1	2,440
Sold	Remove		118	PCT 3 MAINTENANCE BARN #2	700 AUSTIN AVE., RICHLAND, TX 76681	43,440	59,032	7,965	0	0	1963	1	1,300
			121	PEACE OFFICERS BLDG	2810 NECR 0080, CORSICANA, TX 75110	78,253	5,311	0	0	0	1965	1	1,400
			148	MEDICAL CACHE (stored by NCTRAC)	300-310 W. 3RD., CORSICANA, TX 75110	0	116,430	0	0	0	1905	4	58,000
			179	NATURE PARK COMMUNICATIONS BLDG	2200 OAK VALLEY ROAD, CORSICANA, TX 75110	9,642	0	19,599	20,037	0	2008	1	80
			180	EOC STORAGE	223 W. 1ST AVE., CORSICANA, TX 75110	5,988	25,533	0	0	0	2005	1	200
			181	KNAV COMMUNICATIONS BLDG	3200 W. 7TH AVE., CORSICANA, TX 75110	15,529	0	3,459	151,349	0	2008	1	140
			182	PORTABLE BLDG #2	400 W. 2ND AVE., CORSICANA, TX 75110	9,541	25,533	0	0	0	2005	1	320
			183	PORTABLE BLDG #3	400 W. 2ND AVE., CORSICANA, TX 75110	9,541	25,533	0	0	0	2005	1	320
			184	PCT 3 SMALL OFFICE	17500 FM 709 N, DAWSON, TX 76639	12,788	2,247	0	1,678	0	1964	1	270
			185	RICHLAND CHAMBERS COMM. BUILDING	1199 SE CR 3300, KERENS, TX 75144	31,870	0	629	25,636	0	1975	1	200
			186	KERENS COMMUNICATIONS BLDG	207 SE THIRD STREET, KERENS, TX 75144	9,642	0	943	20,876	0	2008	1	80
			187	NAVARRO MILLS COMM. BLDG	1131 FM 667, PURDON, TX 76679	9,642	0	1,677	20,223	0	2008	1	80
			188	RICE COMMUNICATIONS BLDG	1406 SW MCKINNEY STREET, RICE, TX 75155	9,642	0	943	20,037	0	2008	1	80

[illegible]

Mobile Equipment (MEQ)

To update a current exposure: 1) Enter "X" in the appropriate box indicating the type of update.

2) Enter revised information in appropriate boxes (type over current information).

3) Enter comments in column L as needed.

To add a new exposure: 1) Enter new exposure information in the designated rows at the bottom of the listing.

Notes: Actual Cash Value equals the value of the equipment - not the purchase price.

A certificate is a proof of coverage for the equipment's lien holder or loss payee.

Remove Coverage	Change	Item #	Department	Year	Make	Model	Serial Number	Actual Cash Value	Certificate Needed? (Y/N)	Lien Holder / Loss Payee
		2	Department Unknown	1991		GRADALL EXCAVATOR	0163442	170,000		
		4	Commissioner's Precinct 2			JOHN DEERE 670 B MOTORGRADER	DW670BX54060	119,801		
		5	Commissioner's Precinct 2	1989		CATERPILLAR 943 LOADER	19200951	73,828		
remove		7	Commissioner's Precinct 2	1988		JOHN DEERE MOTOR GRADER	DW670BX519972	71,842		
		8	Commissioner's Precinct 3	1987		CATERPILLAR LOADER	94Z02044	65,486		
		11	Commissioner's Precinct 4	1993		JOHN DEERE CRAWLER LOADER	2829 - T04045D420047	50,120		
		12	Commissioner's Precinct 2	1997		CASE MODEL C1-650G	JJG0216358	46,672		
		14	Commissioner's Precinct 3	1995		CASE BACKHOE 580 SK	JJG0185613	35,040		
		15	Commissioner's Precinct 1			NEW HOLLAND TRACTOR	148071B	31,000		
		17	Commissioner's Precinct 1			JOHN DEERE 6200 TRACTOR	L06200H142112	24,919		
		18	Commissioner's Precinct 2			FORD T100 TRACTOR	123555B	12,000		
		19	Commissioner's Precinct 3			FORD T100 TRACTOR	138230B	12,000		
		21	Commissioner's Precinct 2			261SL BUSHOG BATWING MOWER	12-07047	8,000		
		22	Commissioner's Precinct 3	1995		DIAMOND D GOOSENECK TRAILER	46UFU2827S039169	7,500		
		23	Sheriff	2001		JOHN DEERE 5320	LV3320S132086	18,945		
		24	Navarro County	2002		KAWASAKI KVF 400-C4	JKAV/FKC102B53420	5,500		
		25	Commissioner's Precinct 3	2005		JOHN DEERE MOTOR GRADER	DW670DX603254	148,500		
		26	Commissioner's Precinct 3	2005		JOHN DEERE MOTOR GRADER	DW670DX603286	148,500		
		27	Commissioner's Precinct 3	2000		JOHN DEERE 670CH MOTORGRADER	DW670CH578162	140,230		
		28	Commissioner's Precinct 3	2000		JOHN DEERE 670CH MOTORGRADER	DW670CH578184	140,230		
		29	Commissioner's Precinct 3	2000		TIGER SP. TS100 W/BOOM MOWER	TB-5580	59,500		
		30	Commissioner's Precinct 3	2000		TIGER SP. TS100 W/BOOM MOWER	TB-4574	59,500		
		31	Commissioner's Precinct 2	2000		TIGER SP. TS100 W/TWIN ROTARY MOWER	103959B	60,500		
		32	Commissioner's Precinct 2	2000		TIGER SP. TS100 W/BOOM MOWER	TB-4568HP	59,500		
		33	Commissioner's Precinct 2	1997		BITTELL C100ADLT	12931	57,500		
		34	Commissioner's Precinct 4	2005		JOHN DEERE MOTOR GRADER	DW670DX603318	155,700		
		35	Commissioner's Precinct 4	2005		JOHN DEERE MOTOR GRADER	DW670DX603188	148,500		

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Remove Coverage	Change	Item #	Department	Year	Make	Model	Serial Number	Actual Cash Value	Certificate Needed? (Y/N)	Lien Holder / Loss Payee
		36	Commissioner's Precinct 4	2005		JOHN DEERE MOTOR GRADER	DW670DX603219	148,500		
		37	Commissioner's Precinct 4	2000		TIGER SP. TS100 W/TWIN ROTARY MOWER	111399B	60,500		
		38	Commissioner's Precinct 4	2000		TIGER SP. TS100 W/BOOM MOWER	111535B	59,500		
		39	Commissioner's Precinct 1	2007		CAT 120H MOTOR GRADER	CAF01021	125,301		
		40	Commissioner's Precinct 1	1990		CASE EXCAVATOR	JAK0032445	112,495		
		41	Commissioner's Precinct 1			JOHN DEERE 670C MOTORGRADER	DW670CX563483	96,133		
remove		44	Commissioner's Precinct 1	2000	TIGER	SP TS100 BOOM MOWER	TB-4717	61,500		
		45	Commissioner's Precinct 3			TIGER SP W/SIDE MOWER	TB-5584	18,500		
		130	Commissioner's Precinct 3		BRUSH HOG	MOWER	12-00185	8,000		
		131	Commissioner's Precinct 4	1987	CAT	MOTORGRADER	61M12639	60,000		
		132	Commissioner's Precinct 4	1993		GRADALL	139309	40,000		
		133	Commissioner's Precinct 4			CHIP SPREADER	9212	40,000		
		134	Commissioner's Precinct 4		CASE	1085	6293186	35,000		
		135		2009	GOOSENECK TRAILER	C2L UNIT & TRAILER	4J6GC4269B112306	161,854		
		136		2009	GENSET	C2L GENERATOR & TRAILER	8201848 / 5SLBG12229L004405	32,198		
		137		2009	GOOSENECK TRAILER	MMU #1 & TRAILER	1WC200R2292063953	233,043		
		138		2009	GENSET	MMU #1 56KW GENERATOR & TRAILER	B081359683 / 5SLBG14268L003506	32,242		
		139		2009	GOOSENECK TRAILER	MMU #2	1W200R2492063954	230,497		
		140		2009	GENSET	MMU #2 GENERATOR & TRAILER	8201848 / 5SLBG14268L003513	32,242		
remove		141	Commissioner's Precinct 2	2008	CASE	865 MOTORGRADER	N7AF04373	178,000		
		142	Commissioner's Precinct 2	2009	KUBOTA	M9540HDC12 MOWER	56153	35,950		
		143	Commissioner's Precinct 2	2009	KUBOTA	LA1353 LOADER	A5656	6,250		
		144	Sheriff	2008	KAWASAKI	KAF620H8F	JK11AFCH108B508058	9,053		
		145	Commissioner's Precinct 1	2008	CATERPILLAR	120GOV MOTORGRADER	OB9C00338	182,478		
		146		2009	BUSH HOG	MOWING DECK MODEL 2710	1200102	11,950		
		147	Commissioner's Precinct 4	2010	JOHN DEERE	BACKHOE MODEL 310SJ	1T0310SJCA0181409	87,615		
		149	Commissioner's Precinct 3	2006	CASE	580M	N6C400989	30,875		
		150			2773	240 MASSEY FERGUSON	29522	14,500		
		151	Commissioner's Precinct 2	2005	BUSHHOG	POST HOLE DIGGER & AUGER	12-09066	950		
		152		2005	RANGER	LINCOLN GAS WELDER ON 4X8 TRAILER	U1031110487	4,082		
		153		2010	CASE	580M BACKHOE	NAC331362	80,175		
		165	Commissioner's Precinct 1	2009	CATERPILLAR	120M HLK011713	0B9N00265	199,174		

Remove Coverage	Change	Item #	Department	Year	Make	Model	Serial Number	Actual Cash Value	Certificate Needed? (Y/N)	Lien Holder / Loss Payee
		166	Commissioner's Precinct 1	2010	ALAMO	50' BOOM ROTARY MOWER	EK11-01434	10,600		
		167	Commissioner's Precinct 1	2010	JOHN DEERE	5083E	LV5083E261545	31,200		
		168	Commissioner's Precinct 2	2010	JOHN DEERE	6115D	1P0611SDAAH02076	41,709		
		169	Commissioner's Precinct 2	2010	JOHN DEERE	CX15	POCX15G009197	11,841		
		202	Commissioner's Precinct 1	2012	CATERPILLAR	120M2	M9C00264	189,994		
		203	Commissioner's Precinct 2	2012	CATERPILLAR	120M2	M9C00249	189,597		
New Additions										
			Commissioner Precinct 2	2012	Caterpillar	120M2	M9C00322	\$185,248		
			Commissioner Precinct 3	2012	John Deere	5101E Utility Tractor	1LV5101EPCYS40250	\$40,744		

Communication Towers

[illegible]

#10

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ITEM NO.

DATE: June 24, 2013

SUBJECT: Request for Tax Abatement – Corsicana Water and Adventure Park, LP

Comments:

The Corsicana Water and Adventure Park, LP plans to construct and maintain a water and adventure park in the City of Corsicana. To this end, the Corsicana Water and Adventure Park, LP is submitting this tax abatement agreement for consideration and approval by the Commissioner's Court for the County of Navarro, Texas for the proposed total capital investment of four million five hundred thousand and no/100 dollars (\$4,500,000) in taxable real property and personal property improvements.

More specifically the proposed capital improvements are planned to be three million and no/100 (\$3,000,000) in Taxable Values for the real property improvements, and the one million five hundred thousand and no/100 dollars (\$1,500,000) in Tangible Personal Property improvements (including inventory).

In addition, the Corsicana Water and Adventure Park projects fifty one (51) full time jobs proposed to be created and maintained.

The term of the tax abatement agreement will be for ten (10) years, and the level of tax abatement will be fifty percent (50%) per year during the ten (10) year term of the agreement.

Recommendation:

Approve the tax abatement agreement with Corsicana Water and Adventure Park, LP

RESOLUTION

A RESOLUTION OF THE COUNTY OF NAVARRO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AGREEMENT BY AND BETWEEN THE COUNTY OF NAVARRO, TEXAS AND CORSICANA WATER AND ADVENTURE PARK, LP FOR A COMMERCIAL TAX ABATEMENT, AND AUTHORIZING ITS EXECUTION BY THE COUNTY JUDGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County of Navarro has been presented a proposed tax abatement agreement between the County of Navarro, Texas and Corsicana Water and Adventure Park, LP providing for a commercial tax abatement for certain improvements, a copy of which is attached hereto and incorporated herein by reference (hereinafter called "AGREEMENT"); and

WHEREAS, upon full review and consideration of AGREEMENT and all matters attendant and related thereto, the Commissioners Court is of the opinion that the terms and conditions thereof should be approved, and that the County Judge shall be authorized to execute it on behalf of the County of Navarro;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF NAVARRO, TEXAS:

Section 1. The terms and conditions of the proposed AGREEMENT, having been reviewed by the Commissioners Court of the County of Navarro and found to be acceptable and in the best interests of the County of Navarro and its citizens, are hereby in all things approved.

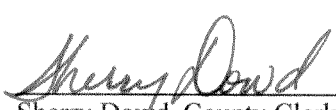
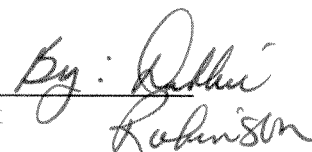
Section 2. The County Judge is hereby authorized to execute the AGREEMENT and all other documents in connection therewith on behalf of the County of Navarro, substantially according to the terms and conditions set forth in the AGREEMENT.


Section 3: That this approval and execution of the AGREEMENT on behalf of the County of Navarro is not conditional upon approval and execution of any other tax abatement agreement by any other taxing entity.

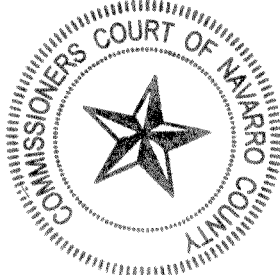
Section 4: This Resolution shall become effective from and after its passage.

PASSED and APPROVED on this the 24th day of June, 2013.

ATTEST:

 By: 
Sherry Dowd, County Clerk


H. M. Davenport, Jr., County Judge



STATE OF TEXAS

§

COUNTY OF NAVARRO

§

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (the "Agreement") is entered into by and between the County of Navarro County, Texas (the "COUNTY"); and Corsicana Water and Adventure Park, LP (the "OWNER"), acting by and through the authorized representatives.

WITNESSETH:

WHEREAS, on the 18th day of June 2013, the City Council of the City of Corsicana (the "CITY") passed an ordinance (the "Ordinance") establishing a Reinvestment Zone (the "Reinvestment Zone") in the CITY for commercial/industrial tax abatement as authorized by Chapter 312, Texas Tax Code; and

WHEREAS, the COUNTY has previously adopted a Tax Abatement Policy (the "Tax Abatement Policy"); and

WHEREAS, the Tax Abatement Policy constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the COUNTY as required by Chapter 312, Texas Tax Code; and

WHEREAS, the COUNTY has adopted a Resolution stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, in order to maintain and/or enhance the commercial/industrial economic and employment base of the Navarro County area to the long term interest and benefit of the COUNTY, it is in the best interests of the taxpayers for the COUNTY to enter into this Agreement in accordance with the Ordinance, the Tax Abatement Policy, and the Texas Tax Code; and

WHEREAS, OWNER owns the real property described by metes and bounds and by map on Exhibit "B" attached hereto and incorporated herein by reference (the "Property") and intends to make certain Improvements (as defined below) to the Property;

WHEREAS, the contemplated use of the Property, the contemplated Improvements to the Property in the amount as set forth in this Agreement, and the other terms hereof are consistent with encouraging development of the Reinvestment Zone in accordance with the purposes for its creation and are in compliance with the Tax Abatement Policy;

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto do mutually agree as follows:

I. DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

1.1 “Estimated Tax Value” means the estimated depreciated Tax Net Book Values applicable to the real property improvements and the Tangible Personal Property improvements comprising the Investment described in Paragraph 2.2 below. For reference purposes, the Estimated Tax Values scheduled on are determined using the Navarro Central Appraisal District’s appraisal guidelines in effect as of the date of this Agreement.

1.2 “Event of Bankruptcy or Insolvency” means the dissolution or termination of a party’s existence as a going business, insolvency, appointment of receiver for any part of a party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

1.3 “Force Majeure” means any contingency or cause beyond the reasonable control of OWNER including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, governmental or de facto governmental action (unless caused by acts or omissions of OWNER), fires, explosions or floods, and strikes.

1.4 “In Service Project Cost” means the initial project cost of the Improvements identified and defined below, as of the date such Improvements are first placed into service by OWNER.

1.5 “Tangible Personal Property” means tangible personal property classified as such under state law and hereafter located on the Property, but expressly excludes inventory and supplies, and any tangible personal property that was located in the Reinvestment Zone at any time before the date of this Agreement.

1.6 “Taxable Value” means the appraised value as certified by the Navarro County Appraisal District as of January 1 of a given year.

Other terms defined elsewhere in this Agreement shall have the meanings therein ascribed to those terms.

II. OWNER’S OBLIGATIONS

2.1 The property to be the subject of this Agreement shall be the Property described herein above.

2.2. For the purposes of fulfilling this Agreement, the OWNER shall make improvements to the Property and personal property acquisitions as specifically described in Exhibit “A” attached hereto and incorporated herein by reference (collectively the “Improvements”) having a total In Service

Project Cost of at least four million five hundred thousand and no/100 dollars (\$4,500,000), more specifically defined as follows: (1) a minimum In Service Project Cost of three million and no/100 dollars (\$3,000,000) in real property improvements; and (2) a minimum In Service Project Cost of one million five hundred thousand and no/100 dollars (\$1,500,000) in Tangible Personal Property improvements (including inventory) to be added (hereinafter collectively referred to as the "Investment"). On or before January 1, 2015, OWNER shall substantially complete all Improvements. On or before January 1, 2015, OWNER shall create and fill a minimum of fifty one (51) new, full-time jobs at the Property and OWNER shall maintain such jobs at the Property throughout the Term of this Agreement. Notwithstanding the foregoing deadlines, OWNER shall have such additional time to satisfy the obligations contained in this Paragraph 2.2 as may reasonably be required in the event of Force Majeure if OWNER is diligently and faithfully pursuing satisfaction of the applicable obligation. The date of substantial completion of the Improvements shall be defined as the date a Certificate of Occupancy is issued by the City of Corsicana.

2.3 As good and valuable consideration for this Agreement, OWNER agrees and covenants that it will diligently and faithfully pursue the completion of the Improvements in a good and workmanlike manner. OWNER further covenants and agrees that all construction of the Improvements and use of the Property will be in accordance with all applicable State and local laws, codes, and regulations (or valid waiver thereof). In further consideration, OWNER agrees and covenants that it will continuously operate, maintain and occupy the Property as a Cancer treatment center from the date a Certificate of Occupancy is issued until expiration of the Term of this Agreement.

2.4 OWNER further agrees that the COUNTY, its agents and employees, shall have reasonable right of access to the Property, upon not less than ten (10) days' prior written notice, to inspect the Improvements in order to ensure that the construction of the Improvements is in accordance with this Agreement and all applicable State and local laws and regulations (or valid waiver thereof). After completion of the Improvements, the COUNTY shall have the continuing right to inspect the Property, upon not less than ten (10) days' prior written notice, to ensure that it is thereafter maintained, operated, and occupied in accordance with this Agreement throughout the Term of this Agreement. In addition, the OWNER agrees that appraisal district representatives shall have reasonable right of access to the Property, upon not less than ten (10) days' prior written notice, for the purpose of ad valorem property tax appraisal for all real property, improvements to real property, tangible personal property, inventory and equipment.

2.5 OWNER agrees that it will register all permanent jobs with the Texas Workforce Commission and that all contractors shall be encouraged to seek qualified workers through the Texas Workforce Commission. [Note this provision is required by Section 8.02(j) of the COUNTY's Tax Abatement Policy]

**III.
ABATEMENT OF TAXES**

3.1. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the COUNTY, a portion of ad valorem real property taxes from the Property and a portion of taxes for Tangible Personal Property in place at the Property on January 1st of each year that are otherwise owed to the COUNTY shall be abated. Said ad valorem real property tax abatement shall be for a ten (10) year term and shall apply to the taxes assessed upon the increased value of the eligible Property, after installation of the real property improvements contemplated by Paragraph 2.2, over the value of the Property in the year in which this Agreement is executed; and said Tangible Personal Property tax abatement shall be for a ten (10) year term and shall apply to the taxes assessed upon the increased value of the eligible Tangible Personal Property added, after installation of the Tangible Personal Property improvements contemplated by Paragraph 2.2; all subject to and in accordance with the terms of this Agreement, the Tax Abatement Policy, Chapter 312, Texas Tax Code, and all applicable state and local regulations (or valid waiver thereof). The fifty percent (50%) level of tax abatement for the Tangible Personal Property and the fifty percent (50%) level of tax abatement for the real property improvements during the foregoing ten (10) year term shall be as described below in "Table 3.1, Tax Abatement Schedule."

TABLE 3.1 TAX ABATEMENT SCHEDULE FOR REAL PROPERTY IMPROVEMENTS AND TANGIBLE PERSONAL PROPERTY ADDED	
YEAR OF ABATEMENT	LEVEL (%) OF TAX ABATEMENT
1	50%
2	50%
3	50%
4	50%
5	50%
6	50%
7	50%
8	50%
9	50%
10	50%

Notwithstanding the forgoing, the OWNER shall have the right to protest and/or contest any assessment of the Property over and above the minimum Investment as required by this Agreement.

3.2 Said abatement(s) shall extend for a period of ten (10) years, as applicable, to the real property and the Tangible Personal Property tax abatement, with each such tax abatement beginning with the tax year on January 1, 2015, and shall remain in effect during the Term of this Agreement as long as the OWNER (a) incurs the minimum In Service Project Cost of at least four million five hundred thousand and no/100 dollars (\$4,500,000) for the Investment as contemplated under Paragraph 2.2; (b) a minimum In Service Project Cost of three million and no/100 dollars (\$3,000,000) in real property improvements; and (c) a minimum In Service Project Cost of one million five hundred thousand and no/100 dollars (\$1,500,000) in Tangible Personal Property

improvements (including inventory) to be added (hereinafter collectively referred to as the "Investment"); (d) creates and maintains a minimum of fifty one (51), full time jobs at the Property; and (e) otherwise satisfies all of the terms, conditions, and obligations of this Agreement.

3.3 It is understood and agreed among the parties that the Property and the Tangible Personal Property shall be appraised at market value for the purposes of the applicable real and personal property tax assessments effective as of January 1, 2015, and continued at market value until the expiration of the Term of this Agreement.

IV. TERM OF THE AGREEMENT

4.1 The term of this Agreement (the "Term") shall begin on the date of this Agreement and end upon completion of the final abatement year.

4.2 Prior to October 1st of each year during the Term of this Agreement, OWNER shall certify to the governing body of the COUNTY and each taxing unit that OWNER is in compliance with all of the terms and conditions of this Agreement.

V. DEFAULT AND RECAPTURE OF ABATED TAX

5.1 In the event that In Service Project Cost of (a) at least four million five hundred thousand and no/100 dollars (\$4,500,000) for the Investment as contemplated under Paragraph 2.2; (b) a minimum In Service Project Cost of three million and no/100 dollars (\$3,000,000) in real property improvements; and (c) a minimum In Service Project Cost of one million five hundred thousand and no/100 dollars (\$1,500,000) in Tangible Personal Property improvements (including inventory) to be added (hereinafter collectively referred to as the "Investment"); (d) creates and maintains a minimum of fifty one (51), full time jobs at the Property; (e) OWNER allows its ad valorem taxes owed the COUNTY to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; (f) OWNER has an Event of Bankruptcy or Insolvency (as defined in Paragraph 1.2); or (g) OWNER otherwise fails to comply with any of the terms, conditions, or obligations of this Agreement, then this Agreement shall be in default.

5.2 In the event of default, COUNTY shall give the OWNER written notice of such default and if the OWNER has not cured such default within sixty (60) days after said written notice, this Agreement may be terminated by the COUNTY. If the COUNTY terminates this Agreement in the event of default, OWNER shall pay to the COUNTY as liquidated damages all taxes which otherwise would have been paid to the COUNTY without the benefit of abatement during the Term of this Agreement, together with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Texas Tax Code (but without the addition of penalty), reasonable attorney's fees, and costs. Such amounts shall be due, owing, and payable to the COUNTY within sixty (60) days after the expiration of the above mentioned 60-day cure period. The parties acknowledge that COUNTY will suffer damages in the event of OWNER's default under this Agreement. The parties acknowledge that actual damages in the event of default and termination would be speculative and

difficult to determine. OWNER's obligation to pay any amounts hereunder shall survive termination of this Agreement.

5.3 It is expressly acknowledged and agreed between the parties that the COUNTY shall have the right to place a tax lien against the Property pursuant to Section 32.01 of the Texas Tax Code. Such lien shall secure the payment of all taxes abated and subject to recapture under this Agreement, together with all other amounts payable hereunder. Any such lien may be fully enforced pursuant to the provisions of the Texas Tax Code. Also, to collect any amounts payable hereunder, the COUNTY shall have all other remedies provided generally in the Tax Code for the collection of delinquent property tax.

VI. GENERAL PROVISIONS

6.1 The COUNTY represents and warrants that the Property does not include any property that is owned by a member of the Commissioners Court approving, or having responsibility for the approval of, this Agreement.

6.2 The terms and conditions of the Agreement are binding upon the successors and permitted assigns of all parties hereto. This Agreement may not be assigned by OWNER without the prior written consent of the COUNTY, such consent to be at the sole discretion of COUNTY; provided, however, that upon written notice to the COUNTY, OWNER may assign its rights under this Agreement to a wholly owned subsidiary of OWNER, subject to OWNER remaining liable for all of its obligations hereunder.

6.3 It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and the COUNTY assumes no responsibility or liability in connection therewith to third parties and OWNER agrees to indemnify and hold harmless the COUNTY therefrom. It is further understood and agreed among the parties that the COUNTY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability in connection therewith to third parties and the COUNTY agrees to indemnify and hold harmless the OWNER therefrom.

6.4 Notices required to be given to any party to this Agreement shall be given personally or by certified mail, return receipt requested, postage prepaid, addressed to the party at its address set forth below, and given by mail, shall be deemed delivered as of the date personally delivered or three days after deposit in the United States mail:

For COUNTY by notice to:
County of Navarro, Texas
Attention: County Judge
Navarro County Courthouse
300 West Third Avenue, Suite 102
Corsicana, Texas 75110

For OWNER by notice to:

Corsicana Water and Adventure Park, GP, Inc.

3626 Hall Street

Suite 800

Dallas, Texas 75219-5105

Attn: _____

Any party may change the address to which notices are to be sent by giving the other party written notice in the manner provided in this Section.

6.5 This Agreement constitutes the entire and final expression of the agreement of the parties hereto with respect to the subject matter hereof. This Agreement can be modified or amended only by a written agreement executed by both parties.

6.6 If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs of suit.

6.7 This Agreement shall be governed by the laws of the State of Texas, without regard to its choice of law rules. This Agreement is performable in Navarro County, Texas. Exclusive venue for any litigation related to or arising out of this Agreement shall lie in Navarro County, Texas.

6.8 In this Agreement, time is of the essence.

6.9 This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6.10 This Agreement was authorized by resolution of the COUNTY Commissioners Court at its regularly scheduled meeting on the 24th day of June, 2013, authorizing the County Judge to execute the Agreement on behalf of the COUNTY.

6.11 This Agreement was entered into by Corsicana Water and Adventure Park, LP pursuant to authority granted by its Board of Directors/Members/Owner on the _____ day of _____, 2013.

6.12 This Agreement shall constitute a valid and binding agreement between the COUNTY and OWNER when executed in accordance herewith, regardless of whether any other taxing unit executes a similar agreement for tax abatement.

WITNESS our hands as of the 24th day of June, 2013.

APPROVED:

COUNTY OF NAVARRO

By: _____

H. M. Davenport, Jr., County Judge



ATTEST:

Sherry Dowd, County Clerk

CORSICANA WATER AND ADVENTURE PARK, LP

By: _____

Name: _____

Title: _____

2013 APPLICATION FOR TAX ABATEMENT

Instructions:

Please print or type. Submit the completed and signed original copy of the 2013 Application for Tax Abatement with attachments to:
The City of Corsicana Economic Development Department, 200 North 12th Street, Corsicana, Texas 75110

1. Date May 31, 2013

2. Name of Firm, Partnership or Corporation and mailing address

Please print or type:

CORSICANA WATER & ADVENTURE PARK (CWAP), GP, INC.
3626 N. HALL STREET
SUITE 800
DALLAS, TX 75219-5105

2a. Have you received a previous tax abatement from the City of Corsicana?

NO (YES/ NO)

2b. If yes, when?

N/A

3. Number of new full time employees to be added -----
(*A minimum of 20 new, full-time [e.g. 40 hours/week] jobs are required.)

51

4. Number of acres of property to be developed -----

23

4a. Plat of property and Development or Site Plan attached? -----
(Official Property Survey with metes and bounds required)

YES (YES/ NO)

5. Estimated value of existing real property to be developed -----

\$635,890

6. Estimated value of real property improvements -----
(A minimum \$1,000,000.00 investment required, unless otherwise approved by City Council)

\$3,000,000

7. Estimated value of existing inventory -----

\$0

8. Estimated value of inventory to be added -----

\$500,000

9. Estimated value of existing personal property -----

\$0

10. Estimated value of taxable personal property improvements -----

\$1,000,000

11. Total estimated value of new taxable investment to be made (Total of Items # 6, 8 & 10)

\$4,500,000

12. Description of real property improvements to be made:

REDEVELOPMENT OF EXISTING REAL PROPERTY WILL INCLUDE POOLS, SLIDES, LAZY RIVER, KIOSKS, CHILDREN'S ACTIVITY AREA, FAMILY ENTERTAINMENT CENTER, FOOD AND BEVERAGE SERVICE.

12. Description of Public Services available for project development and new facilities and / or services required.

Water:	EXISTING 12" AND 24" WATER MAINS (EXTEND EXISTING WATER MAINS)
Wastewater:	EXISTING 8" WASTE WATER MAINS
Roadways	CONSTRUCT APPROXIMATELY 1,500 LF NEW ROADWAYS
Natural Gas:	4" AND 6" NATURAL GAS MAINS
Electricity:	3 PHASE, 12.5 KV

13. One Year Development Schedule for all improvements.

1st Quarter:	\$1,125,000
2nd Quarter:	\$1,125,000
3rd Quarter:	\$1,125,000
4th Quarter:	\$1,125,000

* Qualification for pro-rating new employees is determined on a case-by-case basis.

2013 APPLICATION FOR TAX ABATEMENT (Page 2)

14. Expected impact on the Corsicana Independent School District.

CWAP WILL HIRE APPROXIMATELY FIFTY ONE NEW, FULL TIME EMPLOYEES.
EMPLOYMENT SHOULD HAVE MINIMAL IMPACT UPON LOCAL ISD's.

15. Expected benefit to the local economy.

CWAP WILL DRAW AN ATTENDANCE OF APPROXIMATELY 115,000 FROM APPROXIMATELY
50 MILE RADIUS.

16. Estimated annual payroll of new employees.

THE ESTIMATED ANNUAL PAYROLL WILL BE APPROXIMATELY \$921,000.

17. Description of product to be manufactured or distributed.

LEISURE AND ENTERTAINMENT SERVICE PROVIDER

18. Expected productive life of all real property improvements.

35-40 YEARS

19. Identification and quantity of all Pollutants and Emissions:

TYPE	QUANTITY
AIR:	N/A
NOISE:	N/A
SOLID WASTE:	N/A
WASTEWATER:	N/A

20. Certification of no materially adverse environmental impact
as a result of the improvements and operations

YES

21. Project in compliance with relevant zoning requirements.

YES

22. Reasonable proof of financial ability.

YES

23. References from past communities, if applicable.

YES

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.

sign

here >

Phone: (214) 942-4474

General Partner CWAP, Inc.

Submitted By (Please Print)
Name: MICHAEL A. JENKINS
Title: PRESIDENT, CWAP GP, INC.
Date:

Received by the City of Corsicana
Name: CONNIE STANDRIDGE
Title: CITY MANAGER
Date:

For assistance in completing this form call the City of Corsicana, Texas - 903.654.4806. An Equal Opportunity Employer.

The City of Corsicana Economic Development Department
200 North 12th Street, Corsicana, Texas 75110

COURSE	BEARING	DISTANCE
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2		
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COURSE	BEARING	DISTANCE
1	N 32°01' 30" W	47.11'
2	N 59°41' 00" E	41.148'
3	N 31°55' 05" E	60.00'
4	N 59°04' 58" E	23.00'
5	N 31°54' 32" W	25.07'
6	S 58°03' 32" E	224.48'
7	N 32°01' 45" W	316.34'
8	R = 170.00° (LC = NSP-28 OF E 21.66°)	L = 21.67°
9	N 35°22' 29" E	190.00'
10	N 54°37' 16" W	245.00'
11	N 35°17' 07" E	707.86'
12	S51°05' 03" E	19.26'
13	N41°09' 13" E	25.00'

NOTE: A T & T easement released in Instrument No. 9033 (2012) of the Official Public Records of Navarro County, Texas.

$$\text{SCALE} = 1^{\text{IN}} = 200'$$

FIELD NOTES ACCOMPANY THIS PLAT

shown herein represents the results of an on the ground survey made under my direction and supervision on _____ and this survey complies with the Texas Board of Professional Land Surveyors Standards effective September, 1992.

USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND THE UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

SURVEY --
DESCRIPTION --
COUNTY --
SURVEY FOR --

EXHIBIT "A"

All that certain lot, tract or parcel of land situated in Navarro County, Texas on the Jehu Peoples-Survey, A-9 and being a part of a called 30.12 acre tract conveyed to Barbara Moe and David Martin by W. H. Winters by deed dated January 3, 2005 and recorded in Volume 1732, Page 15 of the Official Public Records of Navarro County, Texas. Said lot, tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8" iron rod found at the South corner of the called 30.12 acre tract, the Northeast margin of U. S. Highway 287 and the West corner of the Magliazzo Addition, Lot 1, Block 1310 recorded in Volume 7, Page 88 of the Navarro County Plat Records;

THENCE NORTH 32 degrees 01 minutes 30 seconds West 47.11 feet to a 1/2" iron rod found at the intersection of the Northeast margin of U. S. Highway 287 and the Southeast margin of Border Street as shown by plat recorded in Volume 8, Page 83 of the Navarro County Plat Records;

THENCE NORTH 59 degrees 41 minutes 00 seconds East 411.48 feet to a 1/2" iron rod found at the East corner of Border Street and the North corner of a road easement and road dedication to be recorded at a later date;

THENCE NORTH 31 degrees 55 minutes 05 seconds West 60.00 feet to a 1/2" iron rod set at the South corner of Lot 14, Block 1310 as shown by plat recorded in Volume 8, Page 103 of the Navarro County Plat Records and in the Northeast margin of Ridgeway Drive (City Ordinance 3383);

THENCE NORTH 58 degrees 04 minutes 58 seconds East 225.00 feet to a 1/2" iron rod set at the East corner of Lot 14, Block 1310;

THENCE NORTH 31 degrees 54 minutes 27 seconds West 125.07 feet to a ½" iron rod found at the North corner of Lot 14, Block 1310;

THENCE SOUTH 58 degrees 03 minutes 32 seconds West 224.48 feet to a ½" iron rod set at the West corner of Lot 14, Block 1310 and in the Northeast margin of Ridgeway Drive;

THENCE NORTH 32 degrees 01 minutes 43 seconds West 316.34 feet to a ½" iron rod found at the intersection of the Northwest line of Denny's Street and the Northeast line of Ridgeway Drive in the Southeast line of Lot 13, Block 1310 as shown by plat recorded in Volume 8, Page 58 of the Navarro County Plat Records;

THENCE around a curve to the left having a central angle of 7 degrees 22 minutes 18 seconds, a radius of 170.00 feet, a distance of 21.87 feet (Long Chord North 39 degrees 26 minutes 02 seconds East 21.86 feet) to a ½" iron rod set in the Southeast line of Lot 13, Block 1310;

THENCE NORTH 35 degrees 22 minutes 29 seconds East 190.00 feet to a ½" iron rod set at the East corner of Lot 13, Block 1310;

THENCE NORTH 54 degrees 37 minutes 16 seconds West 245.00 feet to a ½" iron rod set at the North corner of Lot 13, Block 1310, the Southeast margin of I-45 Access Road and the Northwest line of the called 30.12 acre tract;

THENCE NORTH 35 degrees 17 minutes 07 seconds East, along the Southeast margin of the I-45 Access Road, 707.86 feet to a 60 d nail found at T Post found at the Western North corner of the called 30.12 acre tract;

THENCE SOUTH 51 degrees 05 minutes 03 seconds East 19.26 feet to a ½" iron rod set at an ell corner of the 30.12 acre tract;

THENCE NORTH 41 degrees 09 minutes 13 seconds East 25.00 feet to a ½" iron rod set at the Eastern North corner of the 30.12 acre tract and in the Southwest margin of the B and RI

COMMISSIONER OF PUBLIC SAFETY
NAVARRO COUNTY, TEXAS
RECORDS SECTION

Railroad right-of-way;

THENCE SOUTH 48 degrees 52 minutes 19 seconds East, along the Southwest margin of railroad, 1385.15 feet to a 1/2" iron rod found at the East corner of the 30.12 acre tract and the North corner of the Managed Mortgage Investment Fund tract recorded in Instrument No. 3771 (2009) of the Official Public Records of Navarro County, Texas;

THENCE SOUTH 65 degrees 51 minutes 19 seconds West 1614.14 feet to the place of beginning and containing 24.33 acres of land.

Filed for Record in:
Navarro County

On: Feb 01, 2013 at 02:58p

As a
Recordless

Document Number: 00000973

Amount: 36.00

Receipt Number - 52173

By:
Dolly Whitstead

STATE OF TEXAS

COUNTY OF NAVARRO

I hereby certify that this instrument was
filed on the date and time stamped hereon by me and
was duly recorded and stamped hereon by me.

Feb 01, 2013

Sherry Dowd, COUNTY CLERK
Navarro County

ITEM NO.**DATE: June 24, 2013****SUBJECT: Request for Tax Abatement – Guardian Industries Corporation****Comments:**

Guardian Industries Corporation plans to create new investment in machinery and equipment including infrastructure and building improvements and related job creation. To this end, Guardian Industries Corporation is submitting this tax abatement agreement for consideration and approval by the County Commissioner's Court for the County of Navarro, Texas for the proposed total capital investment of five million seven hundred thirteen thousand seven hundred fifty and no/100 dollars (\$5,713,750) in taxable real property and personal property improvements.

More specifically the proposed capital improvements are planned to be five hundred twenty eight thousand seven hundred fifty and no/100 (\$528,750) in Taxable Values for the real property improvements, and the five million one hundred eighty five thousand and no/100 dollars (\$5,185,000) in Tangible Personal Property improvements (including inventory).

In addition, Guardian Industries Corporation projects nine (9) full time jobs proposed to be created and maintained.

The term of the tax abatement agreement will be for ten (10) years, and the level of tax abatement will be fifty percent (50%) per year during the ten (10) year term of the agreement.

Recommendation:**Approve the tax abatement agreement with Guardian Industries Corporation.**

RESOLUTION

A RESOLUTION OF THE COUNTY OF NAVARRO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AGREEMENT BY AND BETWEEN THE COUNTY OF NAVARRO, TEXAS AND GUARDIAN INDUSTRIES CORPORATION FOR A COMMERCIAL TAX ABATEMENT, AND AUTHORIZING ITS EXECUTION BY THE COUNTY JUDGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County of Navarro has been presented a proposed tax abatement agreement between the County of Navarro, Texas and Guardian Industries Corporation providing for a commercial tax abatement for certain improvements, a copy of which is attached hereto and incorporated herein by reference (hereinafter called "AGREEMENT"); and

WHEREAS, upon full review and consideration of AGREEMENT and all matters attendant and related thereto, the Commissioners Court is of the opinion that the terms and conditions thereof should be approved, and that the County Judge shall be authorized to execute it on behalf of the County of Navarro;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF NAVARRO, TEXAS:

Section 1. The terms and conditions of the proposed AGREEMENT, having been reviewed by the Commissioners Court of the County of Navarro and found to be acceptable and in the best interests of the County of Navarro and its citizens, are hereby in all things approved.

Section 2. The County Judge is hereby authorized to execute the AGREEMENT and all other documents in connection therewith on behalf of the County of Navarro, substantially according to the terms and conditions set forth in the AGREEMENT.

Section 3: That this approval and execution of the AGREEMENT on behalf of the County of Navarro is not conditional upon approval and execution of any other tax abatement agreement by any other taxing entity.

Section 4: This Resolution shall become effective from and after its passage.

PASSED and APPROVED on this the 24th day of June, 2013.

ATTEST:

Sherry Dowd by: Debbie Robinson
Sherry Dowd, County Clerk

H. M. Davenport, Jr.
H. M. Davenport, Jr., County Judge



STATE OF TEXAS

§

COUNTY OF NAVARRO

§

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (the "Agreement") is entered into by and between the County of Navarro County, Texas (the "COUNTY"); and Guardian Industries Corporation (the "OWNER"), acting by and through the authorized representatives.

WITNESSETH:

WHEREAS, on the 18th day of June 2013, the City Council of the City of Corsicana (the "CITY") passed an ordinance (the "Ordinance") establishing a Reinvestment Zone (the "Reinvestment Zone") in the CITY for commercial/industrial tax abatement as authorized by Chapter 312, Texas Tax Code; and

WHEREAS, the COUNTY has previously adopted a Tax Abatement Policy (the "Tax Abatement Policy"); and

WHEREAS, the Tax Abatement Policy constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the COUNTY as required by Chapter 312, Texas Tax Code; and

WHEREAS, the COUNTY has adopted a Resolution stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, in order to maintain and/or enhance the commercial/industrial economic and employment base of the Navarro County area to the long term interest and benefit of the COUNTY, it is in the best interests of the taxpayers for the COUNTY to enter into this Agreement in accordance with the Ordinance, the Tax Abatement Policy, and the Texas Tax Code; and

WHEREAS, OWNER owns the real property described by metes and bounds and by map on Exhibit "B" attached hereto and incorporated herein by reference (the "Property") and intends to make certain Improvements (as defined below) to the Property;

WHEREAS, the contemplated use of the Property, the contemplated Improvements to the Property in the amount as set forth in this Agreement, and the other terms hereof are consistent with encouraging development of the Reinvestment Zone in accordance with the purposes for its creation and are in compliance with the Tax Abatement Policy;

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto do mutually agree as follows:

I. DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

1.1 “Estimated Tax Value” means the estimated depreciated Tax Net Book Values applicable to the real property improvements and the Tangible Personal Property improvements comprising the Investment described in Paragraph 2.2 below. For reference purposes, the Estimated Tax Values scheduled on are determined using the Navarro Central Appraisal District’s appraisal guidelines in effect as of the date of this Agreement.

1.2 “Event of Bankruptcy or Insolvency” means the dissolution or termination of a party’s existence as a going business, insolvency, appointment of receiver for any part of a party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

1.3 “Force Majeure” means any contingency or cause beyond the reasonable control of OWNER including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, governmental or de facto governmental action (unless caused by acts or omissions of OWNER), fires, explosions or floods, and strikes.

1.4 “In Service Project Cost” means the initial project cost of the Improvements identified and defined below, as of the date such Improvements are first placed into service by OWNER.

1.5 “Tangible Personal Property” means tangible personal property classified as such under state law and hereafter located on the Property, but expressly excludes inventory and supplies, and any tangible personal property that was located in the Reinvestment Zone at any time before the date of this Agreement.

1.6 “Taxable Value” means the appraised value as certified by the Navarro County Appraisal District as of January 1 of a given year.

Other terms defined elsewhere in this Agreement shall have the meanings therein ascribed to those terms.

II. OWNER’S OBLIGATIONS

2.1 The property to be the subject of this Agreement shall be the Property described herein above.

2.2. For the purposes of fulfilling this Agreement, the OWNER shall make improvements to the Property and personal property acquisitions as specifically described in Exhibit “A” attached hereto and incorporated herein by reference (collectively the “Improvements”) having a total In Service

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Project Cost of at least five million seven hundred thirteen thousand seven hundred fifty and no/100 dollars (\$5,713,750) more specifically defined as follows: (1) a minimum In Service Project Cost of five hundred twenty eight seven hundred fifty and no/100 dollars (\$528,750) in real property improvements; and (2) a minimum In Service Project Cost of five million one hundred eighty five thousand and no/100 dollars (\$5,185,000) in Tangible Personal Property improvements (including inventory) to be added (hereinafter collectively referred to as the "Investment"). On or before January 1, 2015, OWNER shall substantially complete all Improvements. On or before January 1, 2015, OWNER shall create and fill a minimum of nine (9) new, full-time jobs at the Property and OWNER shall maintain such jobs at the Property throughout the Term of this Agreement. Notwithstanding the foregoing deadlines, OWNER shall have such additional time to satisfy the obligations contained in this Paragraph 2.2 as may reasonably be required in the event of Force Majeure if OWNER is diligently and faithfully pursuing satisfaction of the applicable obligation. The date of substantial completion of the Improvements shall be defined as the date a Certificate of Occupancy is issued by the COUNTY.

2.3 As good and valuable consideration for this Agreement, OWNER agrees and covenants that it will diligently and faithfully pursue the completion of the Improvements in a good and workmanlike manner. OWNER further covenants and agrees that all construction of the Improvements and use of the Property will be in accordance with all applicable State and local laws, codes, and regulations (or valid waiver thereof). In further consideration, OWNER agrees and covenants that it will continuously operate, maintain and occupy the Property as a Cancer treatment center from the date a Certificate of Occupancy is issued until expiration of the Term of this Agreement.

2.4 OWNER further agrees that the COUNTY, its agents and employees, shall have reasonable right of access to the Property, upon not less than ten (10) days' prior written notice, to inspect the Improvements in order to ensure that the construction of the Improvements is in accordance with this Agreement and all applicable State and local laws and regulations (or valid waiver thereof). After completion of the Improvements, the COUNTY shall have the continuing right to inspect the Property, upon not less than ten (10) days' prior written notice, to ensure that it is thereafter maintained, operated, and occupied in accordance with this Agreement throughout the Term of this Agreement. In addition, the OWNER agrees that appraisal district representatives shall have reasonable right of access to the Property, upon not less than ten (10) days' prior written notice, for the purpose of ad valorem property tax appraisal for all real property, improvements to real property, tangible personal property, inventory and equipment.

2.5 OWNER agrees that it will register all permanent jobs with the Texas Workforce Commission and that all contractors shall be encouraged to seek qualified workers through the Texas Workforce Commission. [Note this provision is required by Section 8.02(j) of the COUNTY's Tax Abatement Policy]

III. ABATEMENT OF TAXES

3.1. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the COUNTY, a portion of ad valorem real property taxes from the Property and a portion of taxes for Tangible Personal Property in place at the Property on January 1st of each year that are otherwise owed to the COUNTY shall be abated. Said ad valorem real property tax abatement shall be for a ten (10) year term and shall apply to the taxes assessed upon the increased value of the eligible Property, after installation of the real property improvements contemplated by Paragraph 2.2, over the value of the Property in the year in which this Agreement is executed; and said Tangible Personal Property tax abatement shall be for a ten (10) year term and shall apply to the taxes assessed upon the increased value of the eligible Tangible Personal Property added, after installation of the Tangible Personal Property improvements contemplated by Paragraph 2.2; all subject to and in accordance with the terms of this Agreement, the Tax Abatement Policy, Chapter 312, Texas Tax Code, and all applicable state and local regulations (or valid waiver thereof). The fifty percent (50%) level of tax abatement for the Tangible Personal Property and the fifty percent (50%) level of tax abatement for the real property improvements during the foregoing ten (10) year term shall be as described below in "Table 3.1, Tax Abatement Schedule."

TABLE 3.1 TAX ABATEMENT SCHEDULE FOR REAL PROPERTY IMPROVEMENTS AND TANGIBLE PERSONAL PROPERTY ADDED	
YEAR OF ABATEMENT	LEVEL (%) OF TAX ABATEMENT
1	50%
2	50%
3	50%
4	50%
5	50%
6	50%
7	50%
8	50%
9	50%
10	50%

Notwithstanding the forgoing, the OWNER shall have the right to protest and/or contest any assessment of the Property over and above the minimum Investment as required by this Agreement.

3.2 Said abatement(s) shall extend for a period of ten (10) years, as applicable, to the real property and the Tangible Personal Property tax abatement, with each such tax abatement beginning with the tax year on January 1, 2015, and shall remain in effect during the Term of this Agreement as long as the OWNER (1) a minimum In Service Project Cost of five hundred twenty eight seven hundred fifty and no/100 dollars (\$528,750) in real property improvements; and (2) a minimum In Service Project Cost of five million one hundred eighty five thousand and no/100 dollars (\$5,185,000) in Tangible Personal Property improvements (including inventory) to be added comprising the Investment each year during the Term of this Agreement; (c) creates and maintains a

minimum of nine (9), full time jobs at the Property; and (d) otherwise satisfies all of the terms, conditions, and obligations of this Agreement.

3.3 It is understood and agreed among the parties that the Property and the Tangible Personal Property shall be appraised at market value for the purposes of the applicable real and personal property tax assessments effective as of January 1, 2015, and continued at market value until the expiration of the Term of this Agreement.

IV. TERM OF THE AGREEMENT

4.1 The term of this Agreement (the "Term") shall begin on the date of this Agreement and end upon completion of the final abatement year.

4.2 Prior to October 1st of each year during the Term of this Agreement, OWNER shall certify to the governing body of the COUNTY and each taxing unit that OWNER is in compliance with all of the terms and conditions of this Agreement.

V. DEFAULT AND RECAPTURE OF ABATED TAX

5.1 In the event that (a) OWNER fails to incur the minimum In Service Project Cost of at least five million seven hundred thirteen thousand seven hundred fifty and no/100 dollars (\$5,713,750); (b) a minimum In Service Project Cost of five hundred twenty eight seven hundred fifty and no/100 dollars (\$528,750) in real property improvements; and (c) a minimum In Service Project Cost of five million one hundred eighty five thousand and no/100 dollars (\$5,185,000) in Tangible Personal Property improvements (including inventory) to be added (d) OWNER fails to create and maintain throughout the Term of this Agreement a minimum of at least nine (9) full time jobs at the Property; (e) OWNER allows its ad valorem taxes owed the COUNTY to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; (f) OWNER has an Event of Bankruptcy or Insolvency (as defined in Paragraph 1.2); or (g) OWNER otherwise fails to comply with any of the terms, conditions, or obligations of this Agreement, then this Agreement shall be in default.

5.2 In the event of default, COUNTY shall give the OWNER written notice of such default and if the OWNER has not cured such default within sixty (60) days after said written notice, this Agreement may be terminated by the COUNTY. If the COUNTY terminates this Agreement in the event of default, OWNER shall pay to the COUNTY as liquidated damages all taxes which otherwise would have been paid to the COUNTY without the benefit of abatement during the Term of this Agreement, together with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Texas Tax Code (but without the addition of penalty), reasonable attorney's fees, and costs. Such amounts shall be due, owing, and payable to the COUNTY within sixty (60) days after the expiration of the above mentioned 60-day cure period. The parties acknowledge that COUNTY will suffer damages in the event of OWNER's default under this Agreement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine. OWNER's obligation to pay any amounts hereunder shall survive termination of this Agreement.

5.3 It is expressly acknowledged and agreed between the parties that the COUNTY shall have the right to place a tax lien against the Property pursuant to Section 32.01 of the Texas Tax Code. Such lien shall secure the payment of all taxes abated and subject to recapture under this Agreement, together with all other amounts payable hereunder. Any such lien may be fully enforced pursuant to the provisions of the Texas Tax Code. Also, to collect any amounts payable hereunder, the COUNTY shall have all other remedies provided generally in the Tax Code for the collection of delinquent property tax.

VI. GENERAL PROVISIONS

6.1 The COUNTY represents and warrants that the Property does not include any property that is owned by a member of the Commissioners Court approving, or having responsibility for the approval of, this Agreement.

6.2 The terms and conditions of the Agreement are binding upon the successors and permitted assigns of all parties hereto. This Agreement may not be assigned by OWNER without the prior written consent of the COUNTY, such consent to be at the sole discretion of COUNTY; provided, however, that upon written notice to the COUNTY, OWNER may assign its rights under this Agreement to a wholly owned subsidiary of OWNER, subject to OWNER remaining liable for all of its obligations hereunder.

6.3 It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and the COUNTY assumes no responsibility or liability in connection therewith to third parties and OWNER agrees to indemnify and hold harmless the COUNTY therefrom. It is further understood and agreed among the parties that the COUNTY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability in connection therewith to third parties and the COUNTY agrees to indemnify and hold harmless the OWNER therefrom.

6.4 Notices required to be given to any party to this Agreement shall be given personally or by certified mail, return receipt requested, postage prepaid, addressed to the party at its address set forth below, and given by mail, shall be deemed delivered as of the date personally delivered or three days after deposit in the United States mail:

For COUNTY by notice to:
County of Navarro, Texas
Attention: County Judge
Navarro County Courthouse
300 West Third Avenue, Suite 102
Corsicana, Texas 75110

For OWNER by notice to:

Guardian Industries Corporation

2300 Harmon Rd.

Auburn Hills, MI, 48326

Attn: _____

Any party may change the address to which notices are to be sent by giving the other party written notice in the manner provided in this Section.

6.5 This Agreement constitutes the entire and final expression of the agreement of the parties hereto with respect to the subject matter hereof. This Agreement can be modified or amended only by a written agreement executed by both parties.

6.6 If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs of suit.

6.7 This Agreement shall be governed by the laws of the State of Texas, without regard to its choice of law rules. This Agreement is performable in Navarro County, Texas. Exclusive venue for any litigation related to or arising out of this Agreement shall lie in Navarro County, Texas.

6.8 In this Agreement, time is of the essence.

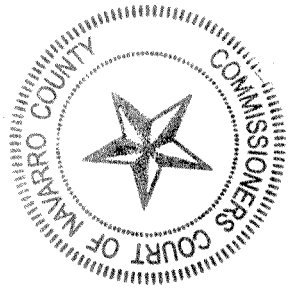
6.9 This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6.10 This Agreement was authorized by resolution of the COUNTY Commissioners Court at its regularly scheduled meeting on the 24th day of June, 2013, authorizing the County Judge to execute the Agreement on behalf of the COUNTY.

6.11 This Agreement was entered into by Guardian Industries Corporation pursuant to authority granted by its Board of Directors/Members/Owner on the _____ day of _____, 2013.

6.12 This Agreement shall constitute a valid and binding agreement between the COUNTY and OWNER when executed in accordance herewith, regardless of whether any other taxing unit executes a similar agreement for tax abatement.

WITNESS our hands as of the 24th day of June, 2013.



APPROVED:

COUNTY OF NAVARRO

By: _____

H. M. Davenport, Jr., County Judge

ATTEST:

Sherry Dowd, County Clerk

GUARDIAN INDUSTRIES CORPORATION

By: _____

Name: _____

Title: _____

2013 APPLICATION FOR TAX ABATEMENT																			
<small>Instructions: Please print or type. Submit the completed and signed original copy of the 2013 Application for Tax Abatement with attachments to: The City of Corsicana Economic Development Department, 200 North 12th Street, Corsicana, Texas 75110</small>																			
1. Date	<div style="border: 1px solid black; padding: 2px;">5/20/2013</div>																		
<div style="display: flex; justify-content: space-between;"><div style="width: 60%;"><p>2. Name of Firm, Partnership or Corporation and mailing address</p><div style="border: 1px solid black; padding: 5px; margin-top: 5px;"><small>Please print or type:</small> Guardian Industries Corp 3801 South Highway 287 Corsicana, Texas 75109</div></div><div style="width: 35%;"><p>2a. Have you received a previous tax abatement from the City of Corsicana?</p><div style="display: flex; align-items: center;"><div style="border: 1px solid black; padding: 2px 10px;">Yes</div><div style="margin-left: 5px;">(YES/ NO)</div></div><p>2b. If yes, when?</p><div style="display: flex; align-items: center;"><div style="border: 1px solid black; padding: 2px 10px;">2006</div><div style="margin-left: 5px;"></div></div></div></div>																			
<p>3. Number of new full time employees to be added ----- <div style="border: 1px solid black; padding: 2px 10px; float: right;">9</div> <small>(*A minimum of 20 new, full-time [e.g. 40 hours/week] jobs are required.)</small></p> <p>4. Number of acres of property to be developed ----- <div style="border: 1px solid black; padding: 2px 10px; float: right;">approx 133</div></p> <p>4a. Plat of property and Development or Site Plan attached? ----- <div style="border: 1px solid black; padding: 2px 10px; float: right;">Yes</div> (YES/ NO) <small>(Official Property Survey with metes and bounds required)</small></p> <p>5. Estimated value of existing real property to be developed ----- <div style="border: 1px solid black; padding: 2px 10px; float: right;">\$7,246,730</div></p> <p>6. Estimated value of real property improvements ----- <div style="border: 1px solid black; padding: 2px 10px; float: right;">\$528,750</div> <small>(A minimum \$1,000,000.00 investment required, unless otherwise approved by City Council)</small></p> <p>7. Estimated value of existing inventory ----- <div style="border: 1px solid black; padding: 2px 10px; float: right;">\$8,249,283</div></p> <p>8. Estimated value of inventory to be added ----- <div style="border: 1px solid black; padding: 2px 10px; float: right;">\$285,000</div></p> <p>9. Estimated value of existing personal property ----- <div style="border: 1px solid black; padding: 2px 10px; float: right;">\$39,042,490</div></p> <p>10. Estimated value of taxable personal property improvements ----- <div style="border: 1px solid black; padding: 2px 10px; float: right;">\$4,900,000</div></p> <p>11. Total estimated value of new taxable investment to be made ----- <div style="border: 1px solid black; padding: 2px 10px; float: right;">\$ 5,713,750</div> <small>(Total of Items # 6, 8 & 10)</small></p> <p>12. Description of real property improvements to be made:</p> <div style="border: 1px solid black; padding: 10px; margin-top: 5px;"><i>Approximately \$4,900,00 in machinery and equipment including infrastructure and building improvements related to the installation of the equipment.</i></div> <p>12. Description of Public Services available for project development and new facilities and / or services required.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"><tr><td style="width: 20%;"><small>Water:</small></td><td>Existing service will meet project requirements.</td></tr><tr><td><small>Wastewater:</small></td><td>Existing service will meet project requirements.</td></tr><tr><td><small>Railways:</small></td><td>Existing service will meet project requirements.</td></tr><tr><td><small>Natural Gas:</small></td><td>Existing service will meet project requirements.</td></tr><tr><td><small>Electricity:</small></td><td>Existing service will meet project requirements.</td></tr></table> <p>13. One Year Development Schedule for all improvements.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"><tr><td style="width: 30%;"><small>1st Quarter:</small></td><td></td></tr><tr><td><small>2nd Quarter:</small></td><td></td></tr><tr><td><small>3rd Quarter:</small></td><td style="text-align: right;">528,750</td></tr><tr><td><small>4th Quarter:</small></td><td style="text-align: right;">\$ 5,185,000</td></tr></table>		<small>Water:</small>	Existing service will meet project requirements.	<small>Wastewater:</small>	Existing service will meet project requirements.	<small>Railways:</small>	Existing service will meet project requirements.	<small>Natural Gas:</small>	Existing service will meet project requirements.	<small>Electricity:</small>	Existing service will meet project requirements.	<small>1st Quarter:</small>		<small>2nd Quarter:</small>		<small>3rd Quarter:</small>	528,750	<small>4th Quarter:</small>	\$ 5,185,000
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<small>2nd Quarter:</small>																			
<small>3rd Quarter:</small>	528,750																		
<small>4th Quarter:</small>	\$ 5,185,000																		
<small>* Qualification for pro-rating new employees is determined on a case-by-case basis.</small>																			
<small>❖ The City of Corsicana Economic Development Department 200 North 12th Street, Corsicana, Texas 75110</small>																			

2013 APPLICATION FOR TAX ABATEMENT (Page 2)

14. Expected impact on the Corsicana Independent School District.

Mildred ISD - this retention project would add stability to the assessed value of the district and maintain employment of 20 employees

15. Expected benefit to the local economy.

For this project there will be specialized contractors and consultants from outside the area for a 3-4 month period with spending on hotels and the related per-diem spending in local restaurants and retail shops. The project will also use local suppliers and contractors.

16. Estimated annual payroll of new employees.

\$ 590,000

17. Description of product to be manufactured or distributed.

The purpose of this project is to add high volume shower and bath enclosure fabricated glass to the Corsicana plant's product diversification mix.

18. Expected productive life of all real property improvements.

Equipment and related infrastructure and building improvements will have a 15 year useful life.

19. Identification and quantity of all Pollutants and Emissions:

TYPE	QUANTITY
AIR: All within permitted levels	
NOISE:	
SOLID WASTE:	
WASTEWATER: All within permitted levels	

20. Certification of no materially adverse environmental impact as a result of the improvements and operations

21. Project in compliance with relevant zoning requirements.

22. Reasonable proof of financial ability.

23. References from past communities, if applicable.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.

**sign
here >**

Phone:

Date:

Submitted By	(Please Print)
Name:	
Title:	
Date:	

Received by the City of Corsicana	
Name:	Connie Standridge
Title:	City Manager
Date:	

For assistance in completing this form call the City of Corsicana, Texas - 903.654.4806. An Equal Opportunity Employer.

The City of Corsicana Economic Development Department
200 North 12th Street, Corsicana, Texas 75110

BOBBY E. BRUCE
REGISTERED PROFESSIONAL LAND SURVEYOR

P.O. Box 541

Corsicana, Texas 75151

903-872-0113

125.653 ACRES
CORSICANA, NAVARRO COUNTY, TEXAS

RANSOM HEATON SURVEY
ABSTRACT NO. 340

All that certain lot, tract, or parcel of land, being 125.653 acres situated in the Ransom Heaton Survey, Abstract No. 340, in the City of Corsicana, Navarro County, Texas, and being part of a called 144.394 acres tract described in deed from Raymond Hayes to Guardian Industries Corporation, dated August 11, 1978, and recorded in Volume 900 Page 377, in the Deed Records of Navarro County, Texas. Said 125.653 acres are more fully described as follows;

Beginning at a point for the north corner of this tract and the called 144.394 acres tract and in the southwest line of the Burlington Rock Island Railroad property;

Thence south 48 degrees 46 minutes east along the railroad property a distance of 541.2 feet to a point for corner, and being 100 feet from the center of the track;

Thence north 41 degrees 14 minutes east along the railroad property a distance of 50 feet to a point for corner, and being 50 feet from the center of the track;

Thence south 48 degrees 46 minutes east along the railroad property a distance of 788.9 feet to a point for corner, and being 50 feet from the center of the track;

Thence south 41 degrees 14 minutes west along the railroad property a distance of 50 feet to a point for corner, and being 100 feet from the center of the track;

Thence south 48 degrees 46 minutes east along the railroad property a distance of 1619.4 feet to a point for corner, and being 100 feet from the center of the track, and being in the intersection of the southwest line of the railroad property and the northwest line of Lake Halbert Road, a public road;

Thence south 58 degrees 14 minutes west along the northwest line of Lake Halbert Road a distance of 2,573.7 feet to a point for corner in the northeast line of U. S. Highway 287;

Thence north 43 degrees 48 minutes west along the northeast line of U. S. Highway 287 a distance of 1327 feet to a point for corner, and being the south corner of the First Tract, called 5.00 acres tract, (save and except), in Volume 900 Page 377;

Thence north 46 degrees 12 seconds east a distance of 792 feet to a point for the east corner of the called 5.000 acres tract;

Thence north 43 degrees 48 minutes west along the northeast lines of the called 5.000 acres tract, and the Second Tract, called 5.000 acres, (save and except), in Volume 900 Page 377, and an 8.7411 acres tract conveyed out of the called 144.394 acres tract, a distance of 1,039.93 feet to a point for the north corner of the 8.7411 acres tract, and in the northwest line of the called 144.394 acres tract;

Thence north 45 degrees 00 seconds east a distance of 1,446.98 feet to the place of beginning and containing 125.653 acres of land.

This is to certify that the foregoing field notes were prepared from deed records only.

Bobby Bruce

06.28.06

Bobby E. Bruce

Registered Professional Land Surveyor No. 4890



May 23, 2013

Ms. Connie Standridge
City Manager
City of Corsicana, Texas
200 N. 12th Street
Corsicana, Texas 75110

Dear Ms. Standridge:

The purpose of this correspondence is to provide assurances that the planned \$5,713,000.00 (approximate) expansion of Guardian Industries Corp., Corsicana, Texas location, will have no unacceptable environmental impact according to existing Environmental Protection Agency (EPA), Texas Commission on Environmental Quality (TCEQ), and the City of Corsicana, Texas codes, guidelines, and environmental regulations.

Sincerely,

GUARDIAN INDUSTRIES CORP.

Randy Lawrence

Property Tax Manager

Navarro County Sheriff's Department Surplus items

2001 Kawasaki ATV Model # KVF400C4 Serial # JKAVFKC102B534203

2008 Kawasaki Mule Model # KAF620-A5 Serial # JK1AFCA11XB523192

2002 Dodge pickup VIN # 1D7HU16212J143495

2006 Ford pickup VIN # 1FTSW20526ED01914

2003 Chevy pickup VIN # 1GCEC14V43Z117377

Unit # 2070 2000 Ford Crown Vic VIN # 2FAFP71W3YX113543

Unit # 2073 2000 Ford Crown Vic VIN # 2FAFP71W\$YX113583

Unit # 2511 2005 Ford Crown Vic VIN # 2FAFP71WX5X129783

Unit # 2726 2007 Ford Crown Vic VIN # 2FAFP71W37X137422

Single hay roll tumblebug

3 point hay fork

3 point hay spear

Navarro County Sheriff's Department Salvage items

Unit 2079 2000 Ford Crown Vic VIN # 2FAFP71WXYX113569

1993 Ford Swat Truck VIN # 2FDLF47MXPCA78523

615

NON DEFENDANT EVIDENCE

152
0633266197

CASE NUMBER	DATE	DESCRIPTION	DISPOSITION
C06-11141	07-25-2006	BRIGGS AND STRATTON YARD MACHINE SHREDDER MOD # 24B-464B062 SERIAL # 1J0180378	AUCTION
C10-00659	01-18-2010	ATV RAMP	AUCTION
C11-02717	03-01-2011	BMX BIKE	AUCTION
C07-13443	09-12-2007	BLACK BIKE	AUCTION
C10-08963	07-05-2010	GRAY HUFFY BIKE	AUCTION
C10-08963	07-05-2010	GRAY BIKE	AUCTION
C08-14145	10-07-2008	MITSUBISHI WATER PUMP MITSUBISHI WATER PUMP BRIGGS AND STRATTON PUMP SPECTRACIDE BACKPACK SPRAYER.	AUCTION
C08-11623	08-16-2008	GENERAC GENERATOR SERIAL # 1008008176 GG550 GENERATOR SERIAL # 0706180276 GG550 GENERATOR SERIAL # 0606290218	AUCTION
C08-13115	09-16-2008	2 MACHETTES, 1 AX, 2 GRUBBING	

HOES

DEPARTMENT USE

C08-13115

09-16-2008

POULAN WILDTING CHAIN SAW
HOMELITE CHAIN SAW, TITAN
8000 GENERATOR, AQUA MASTER
PUMP, 43CC EARTHQUAKE POSTHOLE
DIGGER

AUCTION

C09-10097

07-16-2009

HUSQVANA CHAIN SAW, FLOTEC
WATER PUMP, HOMELITE300
CHAIN SAW, (4) 300 GALLON
WATER TANKS, BACKPACK SPRAYER

AUCTION

C08-13806

09-30-2008

CRAFTSMAN CHAIN SAW,
BACKPACK SPRAYER

AUCTION

C08-09705

07-10-2008

YAMAHA GENERATOR, SINER
WATER PUMP, TITAN INDUSTRIAL
PUMP, BLUE HOSES, 2 HAND HELD
RADIOS W/CHARGER

AUCTION

C09-12785

09-03-2009

WATER PUMP

DESTROY

C09-13940

09-26-2009

PACER PUMP

AUCTION

C09-17901

12-16-2009

ECHO LEAF BLOWER

AUCTION

C07-13104

09-06-2007

(4) 18" WHEELS W/ TIRES
255/40ZR/18

AUCTION

C04-12708

10-06-2004

2 NAIL GUNS, CRAFTSMAN
DRILL, 14 ROD AND REELS, 3
GOLF BAGS W/ CLUBS, DIRT
DEVIL VAC CLEANER, 2 TENNIS

617

		RACKETS, ORECA STEAMER, PULL GOLF CART, DIRT DEVIL FEATHER LITE VAC., LARGE RED TOOL BOX, TV, RED CASE	AUCTION
C04-12853	10-06-2004	BROWN CASE W/ MICRO METERS	AUCTION
	10-19-2009	REBAR	AUCTION
C04-??208		GAS TANK W/ FUEL LINE	AUCTION
C10-13396	09-28-2010	2 CONTINENTAL BATTERIES	DESTROY

#17 618

AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

M.E.N. WATER Supply Corp. Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County ("the County")** as follows:

I. MEN WSC, 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) SE CR 3170 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 3 feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline:

WATER DISTRIBUTION LINE

ROAD CROSSING

The transport route (beginning and end): See Attachment "B" & "C"

(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 3 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.

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 24 day of June, 2013.

OWNER

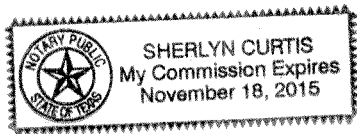
By: Dennis Donoho
DENNIS Donoho, its Manager
Company Name: MEN WATER Supply Corp.
Address: P.O. BOX 3019, COFFLAND, TX 75151
Phone Number: 903 874-4331

NAVARRO COUNTY

By: [Signature]
County Judge

By: [Signature]
Commissioner of Precinct 2

Before me the undersigned notary public on this the 24 day of June, 2013,
appeared HM Davenport, the County Judge of Navarro County, and Dick
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

Sherlyn Curtis
Printed Name

11/18/15
Commission Expires

Before me the undersigned notary public on this the ___ day of _____, 2011,
appeared _____, who is an authorized representative of _____
(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.

Notary Public, State of Texas

(seal)

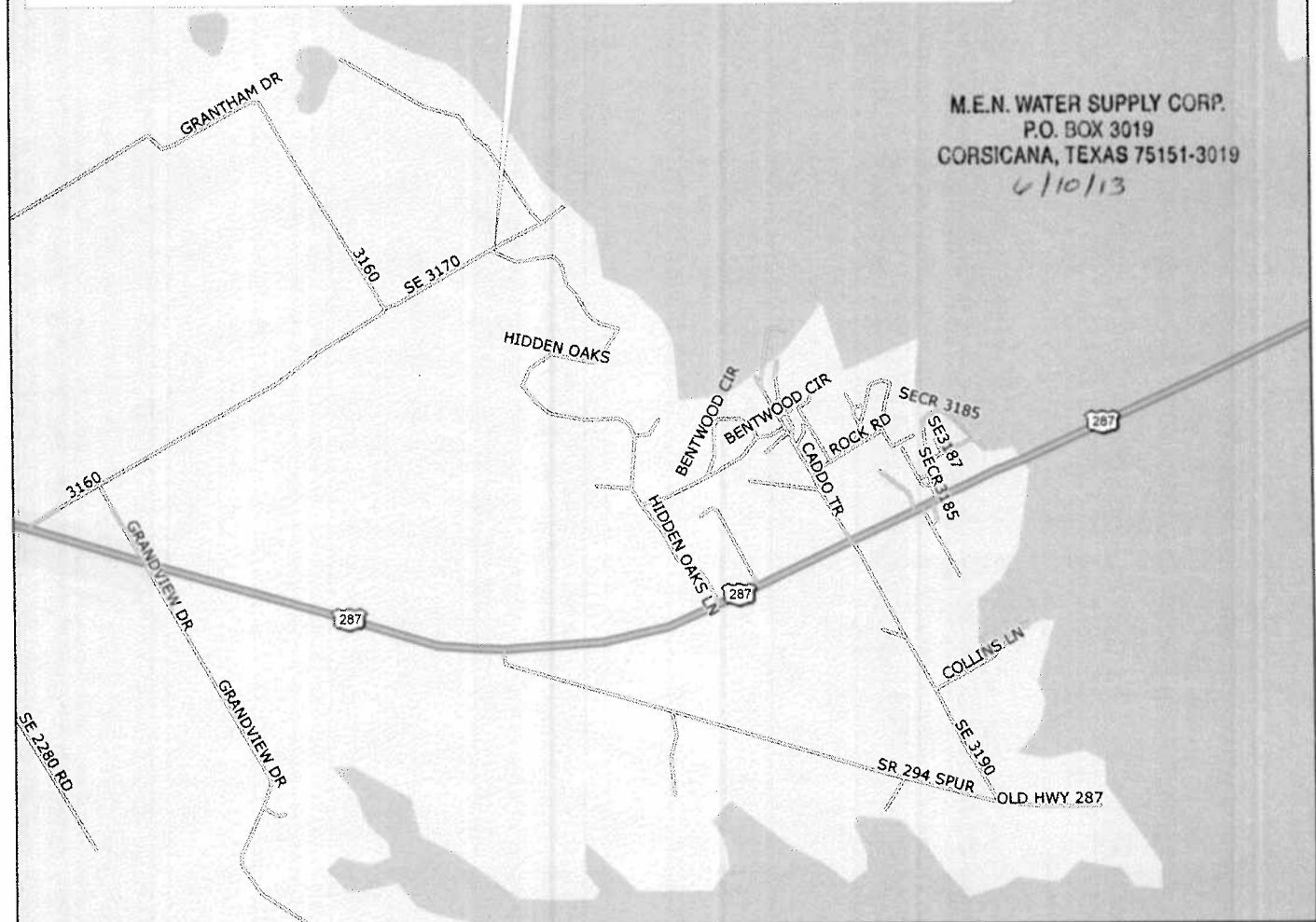
Printed Name

Commission Expires

"A"

PROPOSED M.E.N. WSC ROAD CROSSING

M.E.N. WATER SUPPLY CORP.
P.O. BOX 3019
CORSICANA, TEXAS 75151-3019
6/10/13



Data use subject to license.

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Scale 1 : 25,000



1" = 2,083.3 ft

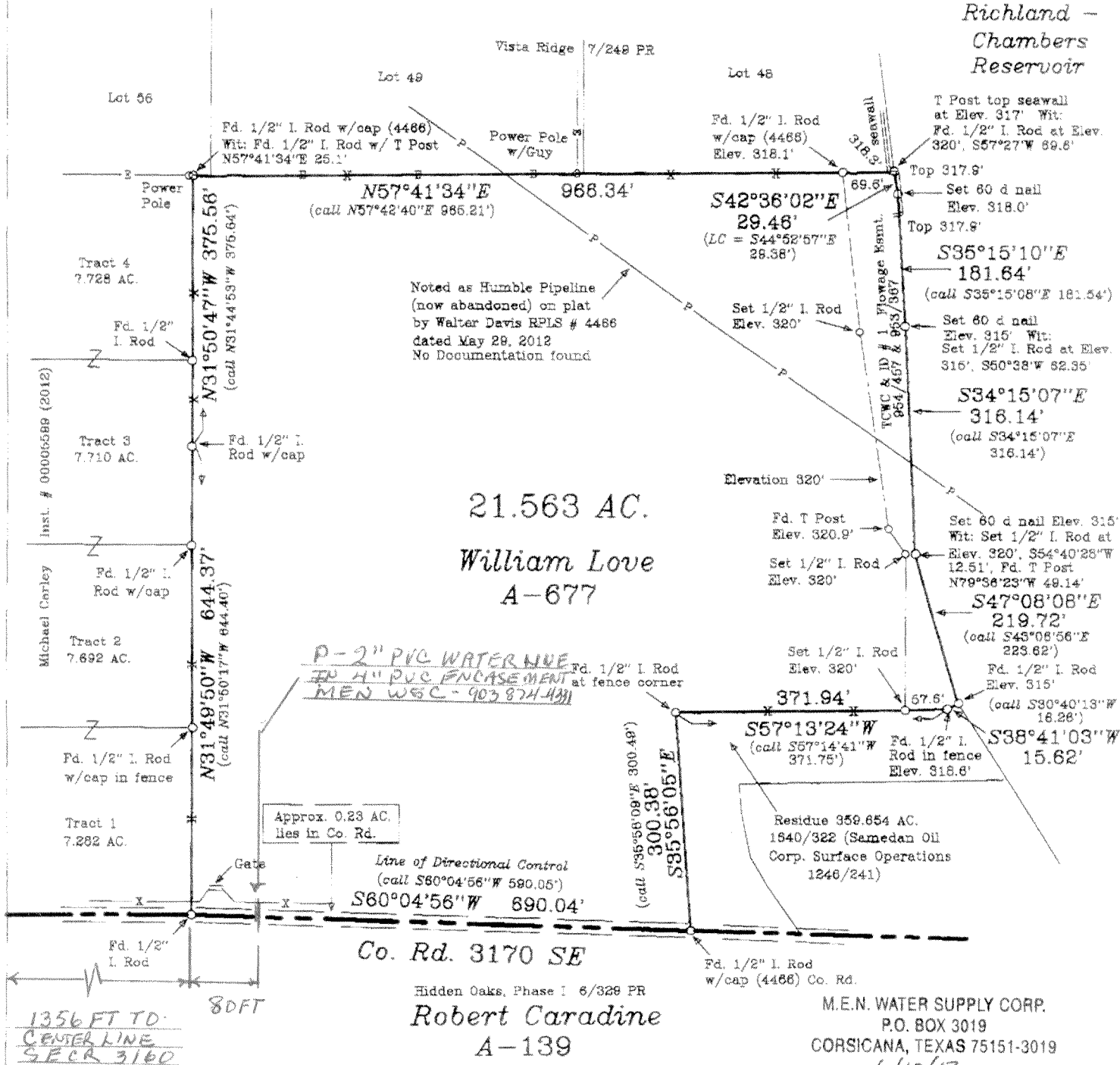
Data Zoom 13-0

Joe
Lee
817 319
3807

1. Navarro County Electric Coop. easements recorded 1684/723 and 1702/279 are over and across but not locative.
2. Humble Oil & Refining ROW's recorded 548/237 and 559/479 are over and across but not locative.
3. Humble Oil & Refining Co. ROW recorded 548/239 is an Oil & Gas Lease.
4. Humble Pipeline Company ROW's recorded 560/147, 560/123, 560/125, 560/127, 560/129, 560/141, 560/101, 560/103, 560/105, 560/107 and 560/108 are not locative.
5. M.E.N. Water Supply Corp. easements recorded 957/341, 957/354, 957/344, 957/342 and 1182/186 are 15' wide, located on pipeline as laid but are not locative.

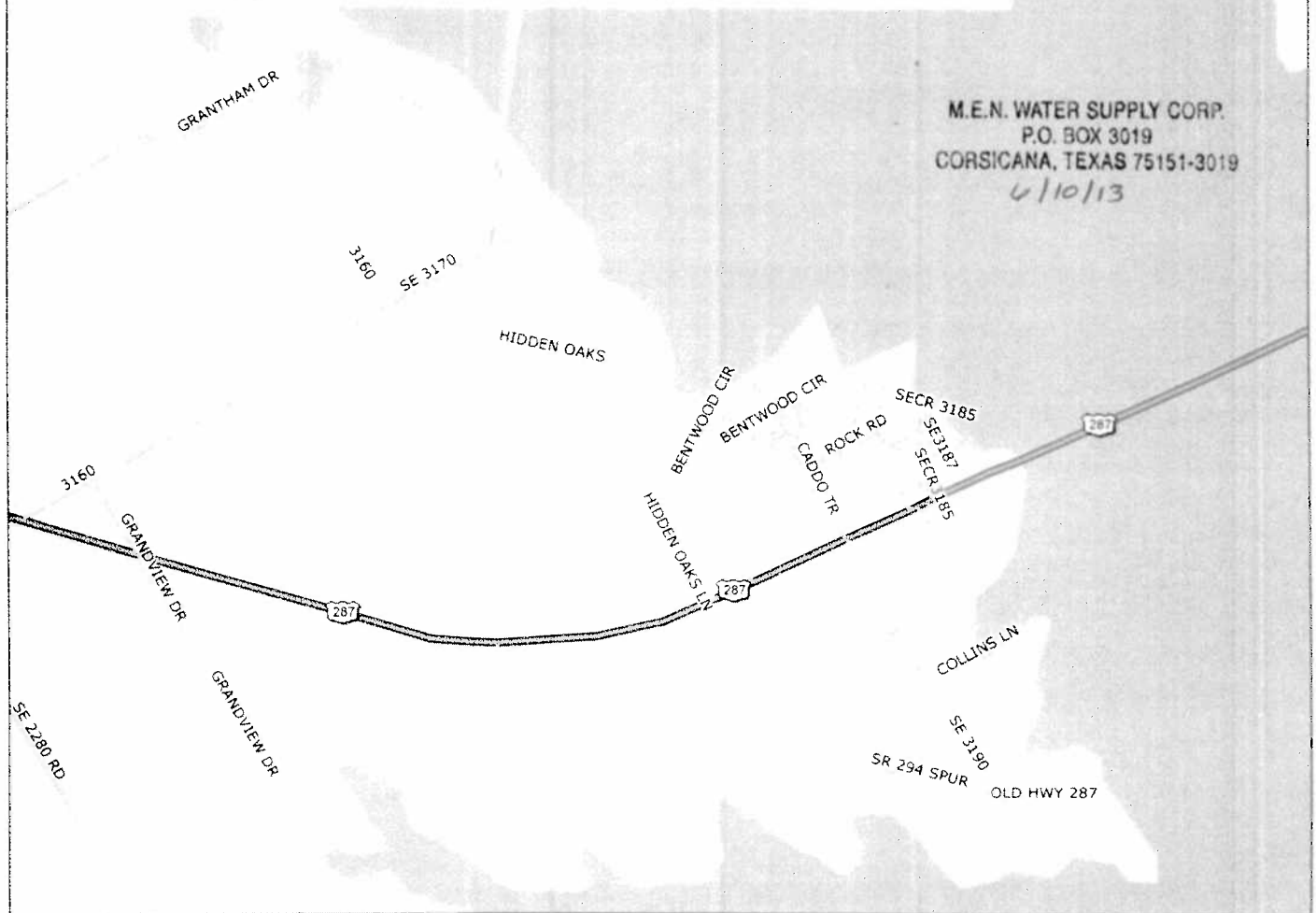
"B"

Richland -
Chambers
Reservoir



PROPOSED M.E.N. WSC ROAD CROSSING

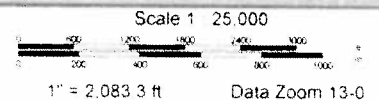
M.E.N. WATER SUPPLY CORP.
P.O. BOX 3019
CORSICANA, TEXAS 75151-3019
6/10/13



Data use subject to license

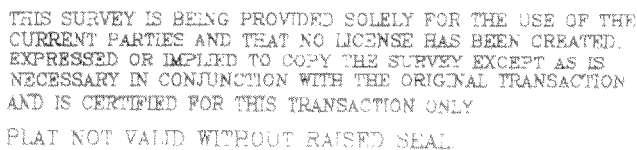
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www.delorme.com



- "B"

A hand-drawn diagram of a pen or pencil. It features a thick, dark cylindrical body, a circular detail with internal lines, and a pointed tip. A squiggle is drawn at the end of the line extending from the tip. The number '028' is written in the top left corner.



SCALE = 1" = 200'

#18 049
Annually under statute, the Commissioner's Court is to review and approve an updated, if needed, Policy.

This is the annual update of the Navarro County Investment Policy and Investment Strategies.

There are no changes from 2012.

There is, however, an update collateral policy for the Investment Officers to use to act on behalf of the Court in matters of collateral substitution, replacement, etc. At my CIO class last week, this was discussed. The instructor reviewed our policy and provided us with an updated document that is more complete.

NAVARRO COUNTY, TEXAS

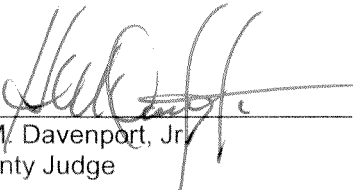
RESOLUTION

ADOPTION OF 2013 NAVARRO COUNTY'S
INVESTMENT POLICY AND INVESTMENT STRATEGIES

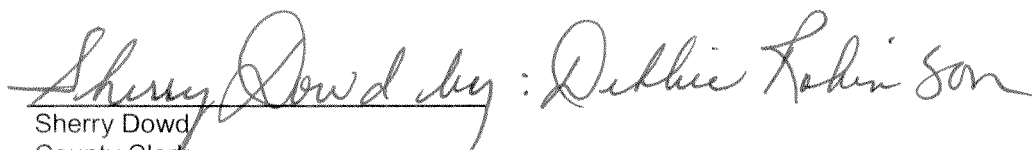
WHEREAS, In accordance with Government Code, section 2256.005(e), Public Funds Investment Act, Navarro County is required to review its Investment Policy and Investment Strategies not less than annually, and adopt a written resolution stating that it has reviewed the Investment Policy and Investment Strategies and that the written instrument so adopted shall record any changes made to either the Investment Policy or Investment Strategies,

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Navarro County, after review and amendment of its Investment Policy and Investment Strategies does hereby adopt and approve said policy and strategies with changes recorded therein and shall remain in effect until repealed or modified by the Commissioner's Court.

PASSED AND APPROVED THIS 24th DAY OF June, 2013.


H. M. Davenport, Jr.
County Judge

ATTEST:


Sherry Dowd
County Clerk



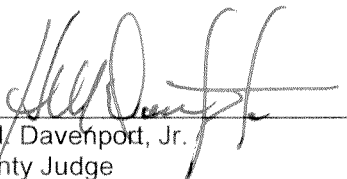
NAVARRO COUNTY, TEXAS
RESOLUTION
DESIGNATION OF 2013 COUNTY INVESTMENT OFFICERS

WHEREAS, In accordance with Government Code, section 2256.005(f), Public Funds Investment Act, Navarro County is required to designate one or more officers or employees of the local government as the Investment Officer to be responsible for the investment of its funds consistent with the Navarro County Investment Policy, and;

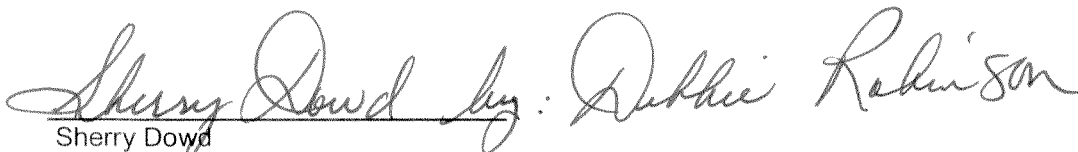
WHEREAS, In the administration of the duties of an Investment Officer, the person designated as Investment Officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise. The Navarro County Commissioners Court retains ultimate responsibility as fiduciaries of the assets of the entity.

NOW, THEREFORE, BE IT RESOLVED, that the Navarro County Commissioners Court does hereby designate the County Treasurer, Frank Hull, and the County Auditor, Kathy B. Hollomon, as the authorized Investment Officers for Navarro County to be responsible for the investment of its funds consistent with the Navarro County Investment Policy and the Public Funds Investment Act and shall remain in effect until repealed or modified by the Commissioner's Court.

PASSED AND APPROVED THIS 24 th DAY OF June, 2013.


H. M. Davenport, Jr.
County Judge

ATTEST:


Sherry Dowd
County Clerk



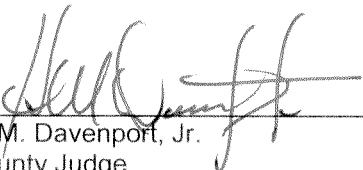
NAVARRO COUNTY, TEXAS
RESOLUTION
DESIGNATION OF COUNTY INVESTMENT OFFICERS
TO MANAGE DEPOSITORY BANK COLLATERAL TRANSACTIONS

WHEREAS, In accordance with Texas Local Government Code, Chapter 116, section 116.082 subdivision (A(1) &A(2)) allows the Commissioner Court to adopt a procedure to approve the substitution or replacement of securities held as collateral by the Depository Bank. The act also allows the Commissioner's Court to designate one or more officers or employees of the local government to act on behalf of the Commissioner's Court and manage collateral in the Depository Bank using the procedure as adopted under this resolution and;

WHEREAS, In the administration of the duties of an Investment Officer, the person designated to manage the collateral in the Depository Bank shall exercise judgment and care, under prevailing circumstances, that a prudent person would exercise to manage the collateral held in the Depository Bank. The Navarro County Commissioners Court retains ultimate responsibility as fiduciaries of the assets of the entity.

NOW, THEREFORE, BE IT RESOLVED, that the Navarro County Commissioners Court does hereby designate the County Treasurer, Frank Hull, and the County Auditor, Kathy B. Hollomon, as the authorized appointees to be responsible for managing the Depository Bank Securities being held as collateral for Navarro County deposits consistent with the Navarro County Investment Policy and the procedures in the Investment Policy and Investment Strategies and shall remain in effect until repealed or modified by an act of the Commissioner's Court.

PASSED AND APPROVED THIS 24 th DAY OF June, 2013.


H. M. Davenport, Jr.
County Judge

ATTEST:


Sherry Dowd
County Clerk



Adopted procedure for the management and the substitution and replacement of securities held by the Depository Bank as approved by Commissioner Court June 24, 2013.

State of Texas
COUNTY of Navarro

This agreement is made and entered into this ____ day of _____, by and between Navarro County (the "COUNTY") and _____ (the "BANK") a banking institution doing business in Texas and executed in compliance with the terms of FIRREA¹.

WITNESSETH:

WHEREAS, Navarro COUNTY and BANK have entered into a Depository Contract dated _____, 20____; and

WHEREAS, under provisions of law and the Depository Contract the BANK must secure the deposits by 110% above FDIC insurance coverage by pledging COUNTY authorized investment securities;

NOW THEREFORE, it is agreed by the parties hereto as follows:

1. Designation of Custodian

The COUNTY and BANK, by execution of this Agreement, hereby designate _____ as CUSTODIAN to hold in trust, according to the terms and conditions of this agreement, any necessary collateral and substitute collateral which may be required under this agreement. If the Federal Reserve is designated as CUSTODIAN a FRB Circular 7 Pledge Agreement, as it may be amended from time to time, shall be executed and all the provisions of such Circular 7 are incorporated herein by reference.

Any and all fees from the CUSTODIAN associated with the safekeeping of securities pledged to COUNTY shall be borne by the BANK.

2. Grant of Security Interest

In accordance with the terms of this Agreement, BANK hereby pledges to COUNTY and grants to COUNTY a security interest in securities and assigns and pledges securities owned by the BANK and held by the CUSTODIAN for benefit of the COUNTY hereinafter referred to as "Collateral" upon which the COUNTY shall have first and prior lien.

The COUNTY shall have the power to determine and designate the character and amount of the funds which will be deposited in the BANK. COUNTY deposits shall never be the subject of any garnishment or attachment, and BANK shall not recognize any attempt to garnish or attach same or be a party to any action.

¹ The Financial Institutions Resource and Recovery Enforcement Act governs the actions of FDIC on bank settlements and closures.

Adopted procedure for the management and the substitution and replacement of securities held by the Depository Bank as approved by Commissioner Court June 24, 2013.

3. Designation of Authorized Representatives

During the term of this Agreement period, the COUNTY will through appropriate action of the County Commission, designate the officer or officers, who singly or jointly will be authorized to represent and act on behalf of the COUNTY in any and all matters of every kind arising under this Agreement.

4. BANK Representation and Warranties

BANK represents warrants and agrees:

- a. BANK has full power and authority to enter into this Agreement.
- b. BANK is owner of the Collateral.
- c. BANK shall be entitled to income on Collateral held by CUSTODIAN and the CUSTODIAN may dispose of such income as directed by the BANK without approval of COUNTY, provided an Event of Default does not exist.

5. COUNTY Representations and Warranties

COUNTY further represents, warrants and agrees:

- a. COUNTY has full power and authority to enter into this Agreement.
- b. COUNTY will comply with the terms of any other agreements it may have with the BANK for services provided.

6. Custodial Obligations

CUSTODIAN shall promptly provide COUNTY with trust receipts for Collateral as received from BANK clearly marked as a pledge to the COUNTY. CUSTODIAN shall provide directly to COUNTY a monthly report of Collateral to include a description of the securities including cusip and par value.

CUSTODIAN shall permit the COUNTY or its independent auditor to examine Collateral in the presence of the appropriate officials of BANK at any time during normal business hours.

CUSTODIAN agrees to perform all duties hereof and to indemnify the COUNTY for loss, cost or expense, including reasonable attorney's fees, arising out of or relating to its failure to perform the duties imposed upon it by this Collateral Agreement.

7. Authorized Collateral

The aggregate market value of the Collateral held by CUSTODIAN daily during the term of this Agreement shall be in an amount not less than one hundred ten percent (110%) of (a) the amount of COUNTY'S total collected funds on deposit with BANK, increased by (b) the amount of accrued but un-credited interest on such deposited funds, reduced by that portion of the funds insured by the FDIC. Such amount is to be called the "Required Collateral Value".

The BANK will be liable for the monitoring and maintaining of the required collateral margins and levels daily. The market price on such collateral will be obtained from an independent, nationally recognized source. The final determination of such value shall be at the discretion of the COUNTY, whose decision shall be final and binding.

Adopted procedure for the management and the substitution and replacement of securities held by the Depository Bank as approved by Commissioner Court June 24, 2013.

Authorized collateral shall be limited to:

- obligations of the US Government, its agencies and instrumentalities, including mortgage backed securities and CMOs which pass the bank test excluding letters of credit
- obligations of any US State or political subdivisions rated no less than A or its equivalent by two nationally recognized rating agencies.

8. Substitutions and Withdrawals

If the aggregate market value of Collateral held by CUSTODIAN at any time exceeds the Required Collateral Value, BANK may withdraw any excess Collateral by providing CUSTODIAN with a withdrawal notice signed by an authorized representative of both the BANK and COUNTY which shall not be unreasonably withheld.

If the aggregate market value of Collateral held by CUSTODIAN at any time does not equal the Required Collateral Value, BANK shall provide additional Collateral within that business day to bring the total aggregate market value equal to the Required Collateral Value.

BANK may substitute authorized Collateral for any of the Collateral held by CUSTODIAN at any time by providing CUSTODIAN with a withdrawal notice provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. All substitutions require COUNTY'S prior written consent which shall not be unreasonably withheld. Whenever pledged securities are placed by BANK with CUSTODIAN, the CUSTODIAN shall issue original safekeeping receipts within one (1) business day of such placement to the BANK. No security placed with the CUSTODIAN under this agreement shall be released by CUSTODIAN except pursuant to the joint instructions of the COUNTY and the BANK.

9. Default and Remedies

Should BANK at any time fail to pay and satisfy, when due, any check, transfer, draft or voucher lawfully drawn against COUNTY'S deposits, or in any manner breach its agreement with COUNTY, COUNTY shall give written notice of such failure or breach and BANK shall have three (3) business days to cure such failure or breach. In the event BANK shall fail to cure such failure or breach within the three (3) days or should the BANK be declared insolvent by a Federal regulatory agency, or if a receiver is appointed for the BANK (each an Event of Default) it shall be the duty of the CUSTODIAN, upon demand by the COUNTY (supported by proper evidence of an Event of Default) to surrender the collateral to COUNTY.

COUNTY may sell all or any part of such collateral and out of the proceeds thereof, pay COUNTY all damages and losses sustained together with any expenses incurred by it of any kind on account of such failure. Collateral may be sold by COUNTY at public or private sale provided however that BANK shall have one business day notice of the time and place of the sale and BANK and CUSTODIAN shall have the right to bid at such sale.

The BANK does hereby release and discharge the CUSTODIAN from any liability for the release of the pledged securities to the COUNTY in accordance with the provisions of this paragraph.

Adopted procedure for the management and the substitution and replacement of securities held by the Depository Bank as approved by Commissioner Court June 24, 2013.

10. Termination Rights

It is the intention of the parties hereto that the covenants and agreements, terms and conditions hereof shall extend to the entire period during which the BANK shall act as BANK for COUNTY. Either BANK or COUNTY shall have the right to terminate this Agreement at any time by advance written to the other of its election to do so and this Agreement shall be void from and after the expiration of ninety (90) days after receipt of such notice, provided all provisions of this Agreement have been fulfilled. When the relationship of COUNTY and BANK shall have ceased to exist, and when BANK has properly paid out all deposits to COUNTY, CUSTODIAN shall, upon notification by COUNTY, release all collateral to the BANK.

Notwithstanding any of the provisions hereof, the COUNTY shall have, and does hereby retain the right to utilize other depositories and the right to terminate this contract.

11. Law Governing

This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Texas applicable to agreements made and to be performed wholly in such state. Any suit resulting from this Agreement shall be paid by the BANK.

12. Assigns

No portion of the Agreement may be assigned without the express written consent of the other party and any assignment must comply with all provisions of this Agreement.

13. Miscellaneous

The headings in this Agreement are for the convenience of reference only and should not be used in interpreting the Agreement. If any provision of this Agreement is found to be illegal or unenforceable under applicable law, that provision shall be deemed reformed so as to be enforceable to the extent permitted by applicable law.

No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on either party unless it is in writing and signed by all parties hereto.

14. Execution of Agreement

BANK represents that its Board of Directors or Loan Committee has passed a resolution authorizing and approving this Agreement providing for the deposit of funds and pledges Collateral; that such resolution is reflected in the Minutes of the BANK'S Board of Directors and that a copy of this Agreement shall be maintained as an official record of the BANK.

Adopted procedure for the management and the substitution and replacement of securities held by the Depository Bank as approved by Commissioner Court June 24, 2013.

EXECUTED, this ____ day of _____, 20____.

FOR BANK:

Signature

Title

Name (Printed)

Resolution Number and Date

FOR COUNTY:

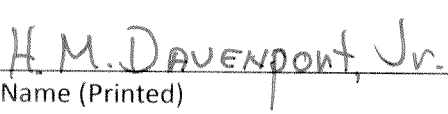
NAVARRO COUNTY



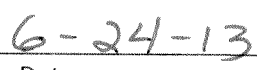
Signature



Title



Name (Printed)



Date

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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:

Thurston Texas Operating Company, **Owner** of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County ("the County")** as follows:

I. Thurston Texas Operating Company, 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) SE CR 1090/Navarro Slab 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 6 feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: Saltwater/Oil Injection well

The transport route (beginning and end):

(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 6 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.

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 24th day of June, 2013.

OWNER

By: Thurston Texas Operating, its
Company Name: Thurston Texas Operating
Address: 8901 Navarro Road Corsicana, TX 75109
Phone Number: 903-641-0914

NAVARRO COUNTY

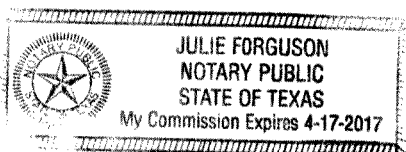
By: 
County Judge

By:

David B Warner
Commissioner of Precinct 3

Before me the undersigned notary public on this the 24th day of June, 2013,
 appeared HM Dawson, the County Judge of Navarro County, and
David B Warner Commissioner of Precinct 3 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)



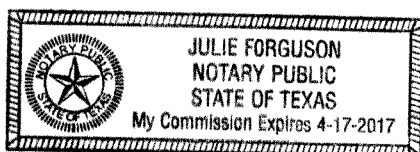
Julie Ferguson
Notary Public, State of Texas

Julie Ferguson
 Printed Name

4-17-17
 Commission Expires

Before me the undersigned notary public on this the 24th day of June, 2013,
 appeared HM Dawson, who is an authorized representative of Navarro Co.
 (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)



Julie Ferguson
Notary Public, State of Texas

Julie Ferguson
 Printed Name

4-17-17
 Commission Expires



645

RECEIVED

JUN 19 2013

NAVARRO COUNTY
AUDITOR'S OFFICE

Google Contact: **Franco Lam**

Email Address: **fkiam@google.com**

Google Agreement

Customer
COUNTY OF NAVARRO
300 W 3rd Ave Ste 101
Corsicana, TX 75110
USA

Invoicing Address:
COUNTY OF NAVARRO
Kevin Kelley
300 W 3rd Ave Ste 101
Corsicana, TX 75110
USA

Domain: **nthidta.org**

Company contact: **Kevin Kelley**
kevin.kelley@nthidta.org

Offer expiration: **12-Jul-2013**

Trial days:

Purchase order:

Payment terms: **30**

Payment due within the above number of days from the invoice date

Payment method: **Monthly Invoicing**

Customer will promptly notify Google of any changes in address and contact name for billing purposes.

This Google Agreement with the terms attached below and any documents expressly referenced therein constitutes the entire and exclusive agreement between Google and the Customer identified above regarding its subject.

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Offer Details

Product	Offer	Price	Quantity	Total contract value	Monthly total
Google Apps for Business Purchase Order:	Flexible Plan Add and delete users at any time. You will be billed at the end of the month for the actual number of accounts in service during the month.	\$5.00 per license per month	0	NA	NA
Total				NA	NA
Does not include applicable tax or VAT					

Google Apps for Business (Online) Agreement

Go to the [Additional Terms](#) for services made available with the new accounts infrastructure.

**The terms below are for monthly postpay billing. Please [click here](#) to see the terms for annual prepay customers.*

This Google Apps for Business (Online) Agreement (the "[Agreement](#)") is entered into by and between Google Inc. a Delaware corporation, with offices at 1600 Amphitheatre Parkway Mountain View, California 94043 ("Google") and the entity agreeing to these terms ("[Customer](#)"). This Agreement is effective as of the date you click the "I Accept" button below or, if applicable, the date the Agreement is countersigned (the "[Effective Date](#)"). If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or the applicable entity to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree on behalf of the party that you represent to this Agreement. If you don't have the legal authority to bind your employer or the applicable entity please do not click the "I Accept" button below (or, if applicable, do not sign this Agreement). This Agreement governs Customer's access to and use of the Services.

1. [Services](#).

1.1 [Facilities and Data Transfer](#). All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Google stores and processes its own information of a similar type. Google has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data and protect against unauthorized access to or use of Customer Data. As part of providing the Services Google may transfer store and process Customer Data in the United States or any other country in which Google or its agents maintain facilities. By using the Services Customer consents to this transfer, processing and storage of Customer Data.

1.2 [Modifications](#).

- a. [To the Services](#). Google may make commercially reasonable changes to the Services from time to time. If Google makes a material change to the Services Google will inform Customer, provided that Customer has subscribed with Google to be informed about such change.
- b. [To URL Terms](#). Google may make commercially reasonable changes to the URL Terms from time to time. If Google makes a material change to the URL Terms, Google will inform Customer by either sending an email to the Notification Email Address or alerting Customer via the Admin Console. If the change has a material adverse impact on Customer, and Customer does not agree to the change, Customer must so notify Google via the Help Center within thirty days after receiving notice of the change. If Customer notifies Google as required, then Customer will remain governed by the terms in effect immediately prior to the change until the end of the then-current Services Term for the affected Services. If the affected Services are renewed, they will be renewed under Google's then current URL Terms.

1.3 [Customer Domain Name Ownership](#). Prior to providing the Services Google may verify that Customer owns or controls the Customer Domain Names. If Customer does not own or control the Customer Domain Names, then Google will have no obligation to provide Customer with the Services.

1.4 [Ads](#). The default setting for the Services is one that does not allow Google to serve Ads. Customer may change this setting in the Admin Console which constitutes Customer's authorization for Google to serve Ads. If Customer enables the serving of Ads it may revert to the default setting at any time and Google will cease serving Ads.

1.5 [Google Apps Vault](#). If Customer purchases Google Apps Vault, the following additional terms apply:

- a. [Retention](#). Google will have no obligation to retain any archived Customer Data beyond the retention period specified by Customer (other than for any legal holds). If Customer does not renew Google Apps Vault, Google will have no obligation to retain any archived Customer Data.
- b. [Additional Purchases](#). Unless Google allows otherwise, with each additional purchase of End User Accounts for the Services after Customer has purchased Google Apps Vault, Customer will receive access to, and will be invoiced for, Google Apps Vault for that same number of End User Accounts.

2. [Customer Obligations](#).

2.1 [Compliance](#). Customer will use the Services in accordance with the Acceptable Use Policy. Google may make new applications features or functionality for the Services available from time to time the use of which may be contingent upon Customer's agreement to additional terms. In addition, Google will make other Non-Google Apps Products (beyond the Services) available to Customer and its End Users in accordance with the Non-Google Apps Product Terms and the applicable

product-specific Google terms of service. If Customer does not desire to enable any of the Non-Google Apps Products, Customer can enable or disable them at any time through the Admin Console.

- 2.2 Aliases. Customer is solely responsible for monitoring responding to and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names but Google may monitor emails sent to these aliases for Customer Domain Names to allow Google to identify Services abuse.
- 2.3 Customer Administration of the Services. Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) and to administer the End User Accounts. Customer is responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that Google's responsibilities do not extend to the internal management or administration of the Services for Customer and that Google is merely a data-processor.
- 2.4 End User Consent. Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the End User Accounts. Customer will obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use and disclosure of this data and Google providing Customer with the ability to do so and (ii) Google to provide the Services.
- 2.5 Unauthorized Use. Customer will use commercially reasonable efforts to prevent unauthorized use of the Services' and to terminate any unauthorized use. Customer will promptly notify Google of any unauthorized use of, or access to, the Services of which it becomes aware.
- 2.6 Restrictions on Use. Unless Google specifically agrees in writing' Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk Activities; or (e) use the Services to store or transfer any Customer Data that is controlled for export under Export Control Laws. Customer is solely responsible for any applicable compliance with HIPAA.
- 2.7 Third Party Requests. Customer is responsible for responding to Third Party Requests. Google will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third Party Request on its own, and will contact Google only if it cannot reasonably obtain such information.

3. Billing and Payment.

- 3.1 Billing. Customer may elect one of the following billing options when placing its order for the Services.
 - a. Flexible Plan. If Customer selects this option, Customer will not be committed to purchase the Services for a pre-defined term, but will pay for the Services on a monthly basis. Google will bill Customer: (i) Fees based upon Customer's daily usage of the Services during the preceding month; and (ii) monthly in arrears for its use of the Services. Google will provide Customer with the monthly rate for the Services when Customer orders the Services, and will use this rate to calculate the Fees, on a prorated basis, for Customer's daily usage during that month. Any partial day of Services usages will be rounded up to a full day of Services usage for the purposes of calculating Fees. Customer may pay for the Services using the payment options listed below.
 - b. Annual Plan. If Customer selects this option, Customer will be committed to purchasing the Services from Google for an annual term, and in exchange will receive a discount on the Services which will be reflected in Customer's monthly payment. Google will still bill Customer monthly in arrears for its use of the Services when Customer has an annual commitment for the Services with Google. Customer may pay for the Services using the payment options listed below.
- 3.2 Payment. All payments due are in U.S. dollars unless otherwise indicated on the Order Page or invoice.
 - a. Credit Card or Debit Card. Fees for orders where Customer is paying with a credit card, debit card or other non-invoice form of payment, are due at the end of the month during which Customer received the Services. For credit cards, or debit cards, as applicable: (i) Google will charge Customer for all applicable Fees when due and (ii) these Fees are considered delinquent thirty days after the end of the month during which Customer received the Services.
 - b. Invoices. Payments for invoices are due thirty days after the invoice date, unless otherwise specified on the Order Page, and are considered delinquent after such date.

- c. Other Forms of Payment. Customer may change its payment method to those available within the Admin Console. Google may enable other forms of payment by making them available in the Admin Console. These other forms of payment may be subject to additional terms which Customer may have to accept prior using the additional forms of payment.
- 3.3 Delinquent Payments. Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Google in collecting such delinquent amounts, except where such delinquent amounts are due to Google's billing inaccuracies.
- 3.4 Suspension for Non-Payment.
 - a. Automatic Suspension. Customer will have thirty days to pay Google delinquent Fees. If Customer does not pay Google delinquent Fees within thirty days, Google will automatically suspend Customer's use of the Services. The duration of this suspension will be until Customer pays Google all outstanding Fees.
 - b. During Suspension. If Customer is on a monthly billing plan, and Customer is suspended for non-payment, Google will stop charging Customer monthly Fees during Customer's suspension for non-payment. If Customer has an annual commitment to Google for the Services, Google will continue to charge Customer monthly Fees during Customer's suspension for non-payment and Customer must pay all outstanding Fees in order to resume its use of the Services.
 - c. Termination After Suspension. If Customer remains suspended for non-payment for more than sixty days, Google may terminate Customer for breach pursuant to Section 11.
- 3.5 Taxes. Customer is responsible for any Taxes, and Customer will pay Google for the Services without any reduction for Taxes. If Google is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides Google with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to Google, Customer must provide Google with an official tax receipt or other appropriate documentation to support such payments.
- 3.6 Purchase Orders. If Customer requires a purchase order number on its invoice, Customer will inform Google and Google will include such purchase order number on invoices following receipt. If Customer does not provide a purchase order number, Customer waives any purchase order requirement and (a) Google will invoice Customer without a purchase order number; and (b) Customer agrees to pay invoices without a purchase order number referenced. Any terms and conditions on a purchase order do not apply to this Agreement and are null and void.
- 4. Technical Support Services.
 - 4.1 By Customer. Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Services. Customer will use commercially reasonable efforts to resolve support issues before escalating them to Google.
 - 4.2 By Google. If Customer cannot resolve a support issue consistent with the above, then Customer may escalate the issue to Google in accordance with the TSS Guidelines. Google will provide TSS to Customer in accordance with the TSS Guidelines.
- 5. Suspension.
 - 5.1 Of End User Accounts by Google. If Google becomes aware of an End User's violation of the Agreement, then Google may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with Google's request to Suspend an End User Account, then Google may do so. The duration of any Suspension by Google will be until the applicable End User has cured the breach which caused the Suspension.
 - 5.2 Emergency Security Issues. Notwithstanding the foregoing, if there is an Emergency Security Issue, then Google may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If Google Suspends an End User Account for any reason without prior notice to Customer, at Customer's request, Google will provide Customer the reason for the Suspension as soon as is reasonably possible.
- 6. Confidential Information.
 - 6.1 Obligations. Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates' employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and

fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates' employees and agents in violation of this Section.

6.2 Exceptions. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

6.3 Required Disclosure. Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

7. Intellectual Property Rights; Brand Features.

7.1 Intellectual Property Rights. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and Google owns all Intellectual Property Rights in the Services.

7.2 Display of Brand Features. Google may display those Customer Brand Features authorized by Customer (such authorization is provided by Customer uploading its Brand Features into the Services) within designated areas of the Service Pages. Customer may specify the nature of this use using the Admin Console. Google may also display Google Brand Features on the Service Pages to indicate that the Services are provided by Google. Neither party may display or use the other party's Brand Features beyond what is allowed in this Agreement without the other party's prior written consent.

7.3 Brand Features Limitation. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in those Brand Features. A party may revoke the other party's right to use its Brand Features pursuant to this Agreement with written notice to the other and a reasonable period to stop the use.

8. Publicity. Customer agrees that Google may include Customer's name or Brand Features in a list of Google customers, online or in promotional materials. Customer also agrees that Google may verbally reference Customer as a customer of the Google products or services that are the subject of this Agreement. This section is subject to Section 7.3.

9. Representations, Warranties and Disclaimers.

9.1 Representations and Warranties. Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable (including applicable security breach notification law). Google warrants that it will provide the Services in accordance with the applicable SLA.

9.2 Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. GOOGLE MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY SERVICES CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

10. Term

10.1 Agreement Term. This Agreement will remain in effect for the Term.

10.2 Services Term and Purchases During Services Term. Google will provide the Services to Customer during the Services Term. Unless the parties agree otherwise in writing, End User Accounts purchased during any Services Term will have a prorated term ending on the last day of that Services Term.

10.3 Renewal.

- a. With a Flexible Plan. With a flexible plan Customer is not committed to purchase the Services for a pre-defined term, but pays for the Services on a monthly basis. As a result, there is no renewal event for the flexible plan. Rather, Google will simply continue billing Customer Fees based upon Customer's daily usage of the Services during the preceding month, and Customer can cancel their service at any time.
- b. With an Annual Plan. At the end of each Services Term, the Services (and all End User Accounts previously purchased) will automatically renew for an additional monthly Services Term. In addition, after Customer's initial annual

commitment has concluded, Customer's annual commitment will switch to the Flexible Plan. If Customer wants to renew the Annual Plan, then Customer must change the renewal settings in the Admin Console to reflect this change before their annual commitment has ended.

- c. Generally. Customer may alter the number of End User Accounts to be renewed by communicating the appropriate number of accounts to be renewed to Google via the Admin Console. Customer will continue to pay Google the then-current Fees for each renewed End User Account unless Customer and Google mutually agree otherwise. If Google does not want the Services to renew, then it will provide Customer written notice to this effect at least fifteen days prior to the end of the then current Services Term. This notice of non renewal will be effective upon the conclusion of the then current Services Term.

10.4 Requesting End User Accounts. Customer may request End User Accounts by: (i) notifying its designated Google Account Manager; or (ii) ordering End User Accounts via the Admin Console.

10.5 Revising Rates. Google may revise its rates for the following Services Term by providing Customer written notice (which may be by email) at least thirty days prior to the start of the following Services Term.

11. Termination.

11.1 Termination for Breach. Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

11.2 Effects of Termination. If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); (ii) Google will provide Customer access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Google's then-current rates for the applicable Services; (iii) after a commercially reasonable period of time, Google will delete Customer Data by removing pointers to it on Google's active servers and overwriting it over time; and (iv) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party. If a Customer on an annual plan terminates the Agreement prior to the conclusion of its annual plan, Google will bill Customer, and Customer is responsible for paying Google, for the remaining unpaid amount of Customer's annual commitment.

12. Indemnification.

12.1 By Customer. Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) regarding Customer Data or Customer Domain Names; (ii) that Customer Brand Features infringe or misappropriate any patent, copyright, trade secret or trademark of a third party; or (iii) regarding Customer's use of the Services in violation of the Acceptable Use Policy.

12.2 By Google. Google will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that Google's technology used to provide the Services or any Google Brand Feature infringe or misappropriate any patent, copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall Google have any obligations or liability under this Section arising from: (i) use of any Services or Google Brand Features in a modified form or in combination with materials not furnished by Google, and (ii) any content, information or data provided by Customer, End Users or other third parties.

12.3 Possible Infringement.

- a. Repair, Replace, or Modify. If Google reasonably believes the Services infringe a third party's Intellectual Property Rights, then Google will: (a) obtain the right for Customer, at Google's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe.
- b. Suspension or Termination. If Google does not believe the foregoing options are commercially reasonable, then Google may suspend or terminate Customer's use of the impacted Services. If Google terminates the impacted Services, then Google will provide a pro-rata refund of the unearned Fees actually paid by Customer applicable to the period following termination of such Services.

12.4 General. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior

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written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

13. Limitation of Liability.

- 13.1 Limitation on Indirect Liability. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.
- 13.2 Limitation on Amount of Liability. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO GOOGLE HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.
- 13.3 Exceptions to Limitations. These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

14. Miscellaneous.

- 14.1 Notices. Unless specified otherwise herein, (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.
- 14.2 Assignment. Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.
- 14.3 Change of Control. Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice in subsection (a).
- 14.4 Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.
- 14.5 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.
- 14.6 Severability. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.
- 14.7 No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.
- 14.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- 14.9 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.
- 14.10 Governing Law. This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.
- 14.11 Amendments. Any amendment must be in writing and expressly state that it is amending this Agreement.
- 14.12 Survival. The following sections will survive expiration or termination of this Agreement: Section 3, 6, 7.1, 11.2, 12, 13, 14, and 15.
- 14.13 Entire Agreement. This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.

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14.14 Interpretation of Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Order Page, the Agreement, and the terms located at any URL. If Customer signs a physical agreement with Google to receive the Services, the physical agreement will override this online Agreement.

14.15 Counterparts. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

15. Definitions.

"Acceptable Use Policy" means the acceptable use policy for the Services available at http://www.google.com/a/help/intl/en/admins/use_policy.html or such other URL as Google may provide.

"Account Manager" means the Google business person working with Customer regarding Customer's purchase of the Services.

"Admin Account(s)" means the administrative account(s) provided to Customer by Google for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which Google will provide to Customer.

"Admin Console" means the online tool provided by Google to Customer for use in reporting and certain other administration functions.

"Administrators" mean the Customer-designated technical personnel who administer the Services to End Users on Customer's behalf.

"Ads" means online advertisements displayed by Google to End Users.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

"Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.

"Customer Data" means data, including email, provided, generated, transmitted or displayed via the Services by Customer or End Users.

"Customer Domain Names" mean the domain names owned or controlled by Customer, which will be used in connection with the Services and specified in the Order Page.

"Emergency Security Issue" means either: (a) Customer's use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other customer's use of the Services; or (iii) the Google network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

"End Users" means the individuals Customer permits to use the Services.

"End User Account" means a Google-hosted account established by Customer through the Services for an End User.

"Export Control Laws" means all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

"Fees" means the amounts invoiced to Customer by Google for the Services as described in an Order Page.

"Help Center" means the Google help center accessible at <http://www.google.com/support/>, or other such URL as Google may provide.

"High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.

"Initial Services Term" means the term for the applicable Services beginning on the Service Commencement Date and continuing for the duration set forth on the Order Page.

"Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

"Non-Google Apps Products" means Google products which are not part of the Services, but which may be accessed by End Users using their End User Account login and password. The Non-Google Apps Products are set forth at the following URL: <http://www.google.com/support/a/bin/answer.py?hl=en&answer=181865>, or such other URL as Google may provide.

"Non-Google Apps Product Terms" means the terms found at the following URL: http://www.google.com/apps/intl/en/terms/additional_services.html, or such other URL as Google may provide.

"Notification Email Address" means the email address designated by Customer to receive email notifications from Google. Customer may change this email address through the Admin Console.

"Order Page" means the online order page Customer completes in signing up for the Services or attached to this Agreement, and which contains: (i) the Services being ordered; (ii) Fees; (iii) number of, and Initial Services Term for, End User Accounts; (iv) the applicable form of payment; and (v) Customer Domain Names.

"Service Commencement Date" is the date upon which Google makes the Services available to Customer, and will be within one week of Google's receipt of the completed Order Page, unless otherwise agreed by the parties.

"Service Pages" mean the web pages displaying the Services to End Users.

"Services" means the applicable Google Apps Core Services (e.g. Google Apps Premier Edition or Google Apps for Business and Google Apps Vault) provided by Google and used by Customer under this Agreement. The Services are as described here: http://www.google.com/a/help/intl/en/users/user_features.html, or such other URL as Google may provide.

"Services Term" means the Initial Services Term and all renewal terms for the applicable Services.

"SLA" means the Service Level Agreement located here: <http://www.google.com/a/help/intl/en/admins/sla.html>, or such other URL as Google may provide.

"Suspend" means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

"Taxes" means any duties, customs fees, or taxes (other than Google's income tax) associated with the sale of the Services, including any related penalties or interest.

"Term" means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of (i) the end of the last Services Term or (ii) the Agreement is terminated as set forth herein.

"Third Party Request" means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

"TSS" means the technical support services provided by Google to the Administrators during the Term pursuant to the TSS Guidelines.

"TSS Guidelines" means Google's technical support services guidelines then in effect for the Services. TSS Guidelines are at the following URL: <http://www.google.com/a/help/intl/en/admins/tssg.html> or such other URL as Google may provide.

"URL Terms" means the "Acceptable Use Policy," the "SLA," and the "TSS Guidelines."

Version: March 28, 2012

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If you are accepting, or have accepted this Service Agreement online, please ignore the signature block below.

If you are faxing this Service Agreement to Google, please review, sign, and return to:

Customer Signature

Company: COUNTY OF NAVARRO

Name: H.M. Davenport



Title: Navarro County Judge

Signature: ~~Henry Dowd~~ By Debra Robinson

Date: June 23, 2013

Google Signature

This Service Agreement will be effective as of the date stamped by Google above.