NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 17th day of November, 2014 at 10:00 a.m., in the Courtroom of the Navarro County Annex Building in Corsicana, Texas. Presiding 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 Carried unanimously
- 2. Opening prayer by Judge Davenport
- 3. Pledge of Allegiance
- 4. Motion to approve County Judges to meet with and or correspond with Texas Historical Commission to request any funds that may become available for Courthouse Restoration Project by Comm. Martin sec by Comm. Olsen Carried unanimously
- Motion to approve first month's rent to Todd Routh for Navarro Center by Comm. Grant sec by Comm. Martin

 Carried unanimously

 TO WIT PG 1499
- 6. Motion to approve first payment of construction cost \$19,477.14 for 18 months as agreed upon by Comm. Olsen sec by Comm. Warren <u>TO WIT PG 1500-1501</u>
 Carried unanimously
- 7. Motion to adjourn by Comm. Martin sec by Comm. Warren Carried unanimously
- I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR NOVEMBER 17TH, 2014.

SIGNED 17 TH	DAY OF NOVEMBER, 2014.
Therey Do	Welsing ERS COURTING
SHERRY DOWD, COUNTY C	CLERK WOOD ALMOORING COMMISSION ALMOORING COMMISSIO

800 North Main LTD 1601 Palomino Ridge Drive AUSTIN, TX 78746 512-452-8633 fax 512-452-2622

Expires

Invoice No.

Office Use Only

1504

INVOICE

ame	Navarro County)	(Data	4414010044	
ddress	Navarro County				Date	11/12/2014	
ity	Corsicana T				Order No.		
hone	VVISIVAIIA	TX	ZIP		Rep	Cody	
HORE					FOB		
Qty		Description	1	***************************************	Unit Price	TOTAL	
1	November rent starting				\$8,459.37	\$8,459.3	
1	\$12689.06/30*20=\$84				\$0.00	\$0.0	
1	November NNN charg	es			\$899.93	\$899.9	
0	\$1349.90/30*20=\$899				\$0.00	\$0.0	
1	December Rent				\$12,689.06	\$12,689.0	
1	December NNN charg	es			\$1,349.90	\$1,349.9	
0					\$0.00	\$0.0	
0					\$0.00	\$0.0	
0	The design of the second secon				\$0.00	\$0.0	
	PLEASE REMIT TO						
	800 North Main LTD C PBOX 260173	/O Wells Farg	o Bank				
	DALLAS, TX, 75326-0	173					
_ p.	nyment Details				SubTotal	\$23,398.20	
	Cash			ing & Handling	\$0.00		
•	Check		promount	Taxes	State	\$0.00	
Ö	Credit Card		- Constitution of the Cons				
	Credit Card		Acceptance of the Control of the Con		TOTAL	\$23,398.26	



Repayment Agreement

Landlord, 800 N. Main LTD

Mailing Address: P. O. Box 204391 Austin, TX 78720.4391

Tenant: Navarro County

Address: 300 W. Third Ave Corsicana, TX 75110

Date: November 13, 2014

RE: That certain designated space (s) located within the building formerly known as the Navarro Mall, located at 800 N. Main, Corsicana, TX 75110.

The Landlord has expended certain amounts of money, and may do so in the future, in order to make certain capital improvements to real property to be leased to Tenant. Tenant (Navarro County) hereby agrees to reimburse the Landlord (800 N. Main LTD) for agreed upon capital improvement costs, but only as set forth herein. As of the date of this Agreement, the total amount of money to be reimbursed as set forth herein is \$323,717.40. Additional funds may be expended in the future which may be reimbursed by Tenant, but in order to be subject to this Agreement, such amounts must be agreed to in writing by the parties and the parties must expressly agree that such amounts are subject to this Agreement. Once the total amount of money to be repaid pursuant to this Agreement has been established, the amount will be divided into 18 (eighteen) equal payments, which payments will be paid separately but concurrently with the monthly rental payments, starting on the same date as the first rental payment due under the Lease.

The repayment formula shall be: Total Construction Costs divided by (18) = monthly payment

- (1) In lieu of interest, which will not be charged, the Landlord will retain ownership of the improvements (except as set forth in the Lease) at the end of the Lease.
- (2) Any improvements or assets which are not subject to this Agreement (including but not limited to portable cubicles, wire cages, chain-link enclosures, storage devices and other personal property) will be retained by the Tenant and removed at Tenant's discretion.

Below are the current improvement costs for the Navarro Center. Any additional amounts may be added to the total:

E	Amount	
Base proposal per drawings provide	\$240,586.50	
Removal of ceiling tiles and insulation	\$5,391.00	
Demo/Design/Reconfiguration of H	\$29,996.00	
offices, District Clerk's Office and Co	ounty Clerk's Office	
Change Order #2	Notes that the same of the sam	\$6,430.00
Change Order #3	Committee of the commit	\$1,540.00
Change Order #4	THE STREET AND ADDRESS OF THE STREET AND ADDRESS OF THE STREET ADR	\$1,920.00
Change Order #5		\$1,200.00
Change Order #6		\$16,300.50
Change Order #7	\$19,477.14 PER MO,	\$4,374.4
Change Order #8	1,7/1 - PER MO,	\$9,360.00
Change Order #9	= 10	\$6,619.00
Change Order #10	FOR 18 MONTHS Approved in CC on	\$1,888.00
Change Order #11	Approved e CC	\$4,560.00
Change Order #12		\$840.00
Change Order #13		\$2,022.00
Change Order #14	(' ' ')	\$7,712.60
Change Order #15	таконова.	\$5,619.00
Change Order #16	***************************************	\$3,869.56
Change Order #17	·	\$360.00
3	(Vtar)	\$350,588.56

***All breakdowns are available in the attached documents

Tenant 11-17-14

Landlord (Property Owner)