TYLER COUNTY COMMISSIONERS COURT EMERGENCY MEETING November 18, 2005 ---- 9:30 a.m.

THE STATE OF TEXAS ON THIS THE 18th day of November, 2005 the Commissioners' Court in and for Tyler County, Texas convened in a Special Meeting at the Commissioners' Courtroom in Woodville, Texas, the following members of the Court present, to wit:

JEROME OWENS

MARTIN NASH

RUSTY HUGHES

JOE MARSHALL

JACK WALSTON

DONECE GREGORY

COUNTY JUDGE, Presiding

COMMISSIONER, PCT. #1

COMMISSIONER, PCT. #2

COMMISSIONER, PCT. #3

COUNTY CLERK, EX OFFICIO

The following were absent: none thereby constituting a quorum. In addition to the above were:

JOYCE MOORE SHARON FULLER COUNTY AUDITOR COUNTY TREASURER

A motion was made by **Commissioner Marshall** and seconded by **Commissioner Hughes** to approve permit for a proposed 6" pipeline crossing CR3050 and CR3100 in **Precinct #3** by Turkey Creek Pipeline LLC. All voted yes and none no. SEE ATTACHED.

A motion was made by Commissioner Walston that the meeting adjourn.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County Commissioners Court, do hereby certify to the fact that the above is a true and correct record of the Tyler County Commissioners Court session held on November 18, 2005.

Witness my hand and seal of office on this the 9th day of December, 2005.

Attest:

Donece Gregory, County/Clerk

Tyler County, Texas

NOTICE OF TIME AND PLACE OF MEETING COMMISSIONERS' COURT, TYLER COUNTY, TEXAS

THIS NOTICE IS POSTED IN ACCORDANCE WITH V.A.T.S.-17 NOTICE IS HEREBY GIVEN THAT AN EMERGENCY MEETING WILL BE HELD ON FRIDAY, NOVEMBER 18, 2005 AT 9:30 P.M. IN THE COMMISSIONERS' COURTROOM, FIRST FLOOR, TYLER COUNTY COURTHOUSE.

AGENDA

1. CONSIDER AND APPROVE PERMIT FOR PROPOSED SIX INCH (6")
PIPELINE CROSSING OF CR 3050 AND CR 3100 BY TURKEY CREEK
PIPELINE LLC

JEROME OWENS COUNTY JUDGE

NO. ____TIME 9:30Ah

NOV 1 6 2005

DONECE GREGORY COUNTY CLERK TYLER COUNTY, TEXAS

1. X

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JEROME OWENS COUNTY JUDGE

NOV 1 6 2005

DONECE GREGORY, COUNTY CLERK TYLER GOUNTY, TEXAS

DONECE GREGORY

County Clerk, Tyler County Woodville, Texas, 75979

THE STATE OF TEXAS \ \{COUNTY OF TYLER \ \} \{

This is to certify that on the time and date stamped hereon, the notice of a meeting, a copy of which is attached hereto, has been filed in my office and was posted on the official bulletin board in the courthouse, as is required by Article 6252-17, V.T.C.S

Executed on Morenta 16 2005

Donece Gregory

Tyler County Clerk

By:

Deputy

Tract Research and Acquisition Company of Texas



916 North Magnolia, Woodville, Texas 75979 Office (409) 283-7240 Fax (409) 283-7256

October 28, 2005

Tyler County Commissioner Precinct 3 Attn: Joe Marshall Woodville, Texas 75979

RE: Turkey Creek Pipeline LLC, Proposed Pipeline Crossing Permits, CR 3050 and CR 3100, Tyler County, Texas

Mr. Hughes:

Please find the attached permits for the proposed pipeline crossing of Tyler County roads CR 3050 and CR 3100. The proposed six (6) inch pipeline will be installed by directional drilling and will be a minimum of six (6) feet below the bottom of the road ditches. Please add these permits to the agenda for the next Commissioner's Court meeting.

Thank You,

Mark DeCordova,

Land Representative for TRACT, Inc. Representing our Client, Turkey Creek Pipeline LLC (409) 383-9673 cell (409) 283-7240 office

e-mail: m_decordova@tractinc.com

PERMIT FOR GAS PIPELINE BENEATH COUNTY ROAD RIGHTS-OF-WAY

Turkey Creek Pipeline, LLC, ("Turkey Creek") whose principal business address is 2603 Augusta, Suite 1400, Houston, Texas 77057, does hereby apply for a permit to utilize and cross beneath Tyler County Road 3050 ("CR 3050"), collectively referred to as "county road", as hereinafter provided:

I.

Turkey Creek is a natural gas utility under the Texas Utilities Code § 121.000, et seq and is a transporter natural gas and natural gas liquids in Tyler County, Texas.

II.

Turkey Creek will construct, operate and maintain a pipeline, not greater than six inches (6") in diameter, to transport natural gas and natural gas liquids in Tyler County. Said pipeline will cross CR 3050 at a point located approximately 0.6 miles east of U. S. Highway 69.

III.

Turkey Creek will construct, operate and maintain the pipeline in a good and workmanlike manner, in compliance with currently accepted standards in the pipeline industry and in accordance with all applicable laws and regulations.

IV.

Turkey Creek will construct the pipeline using ordinary care across the rights-of-way for CR 3050 to a depth of up to ten feet (10'), but not less than six feet (6') below the crest of the county road. Turkey Creek will restore the surface of the county road to the same or better condition than its current condition.

Turkey Creek understands and agrees that its use of the rights-of-way of CR 3050 shall be limited exclusively to the purpose designated herein and should Tyler County reasonably determine that the pipeline needs to be moved or presents an undue threat to public safety, Turkey Creek will remove and relocate the pipeline as its sole cost and expense upon ninety (90) days written notice by Tyler County.

VI.

Turkey Creek and its successors and designees hereby indemnify and agree to hold Tyler County, its officials and affiliated agents harmless from any and all claims for personal injury (including death), damage to equipment, supplies or personal property or other claims which may arise by virtue of Turkey Creek's negligent use of the CR 3050 rights-of-way. Turkey Creek shall provide Tyler County with a certificate of insurance in the amount of \$1,000.000.00 showing Tyler County as an additional named insured under the policy at least seven (7) days before construction begins and such policy is to remain in force while the pipeline is in use.

VII.

Tyler County makes no warranty of title or representation of its right to use the rights-ofway for CR 3050.

VII.

Turkey Creek shall provide and post pipeline markers and/or signs on the CR 3050 and will maintain the up keep of such signs.

VIII.

By execution hereof in the space provided below, Turkey Creek hereby applies for the permit as hereinafter provided and Tyler County does hereby grant a permit to Turkey Creek for use of its rights-of-way for CR 3050 under the premises and under the conditions as hereinabove provided to be effective as of the date of the signature on behalf of Tyler County.

Dated this 18 day of Marcuber, 2005.

HONORABLE TYLER COUNTY JUDGE OR COMMISSIONERS' COURT OF

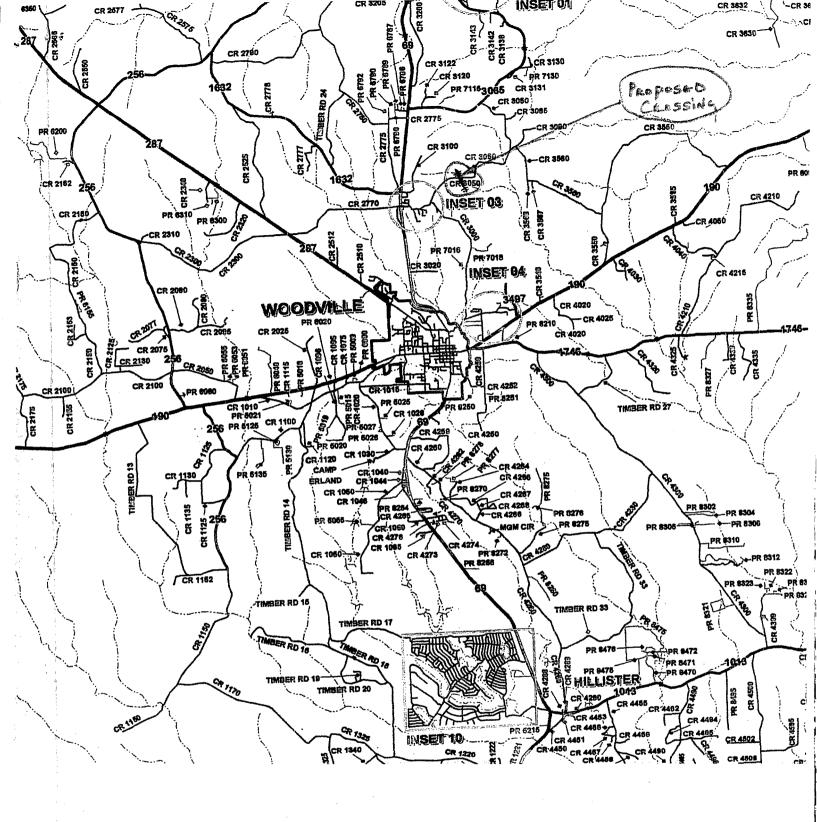
Printed Name: Jero4e Owers

Authorized representative of Tyler County

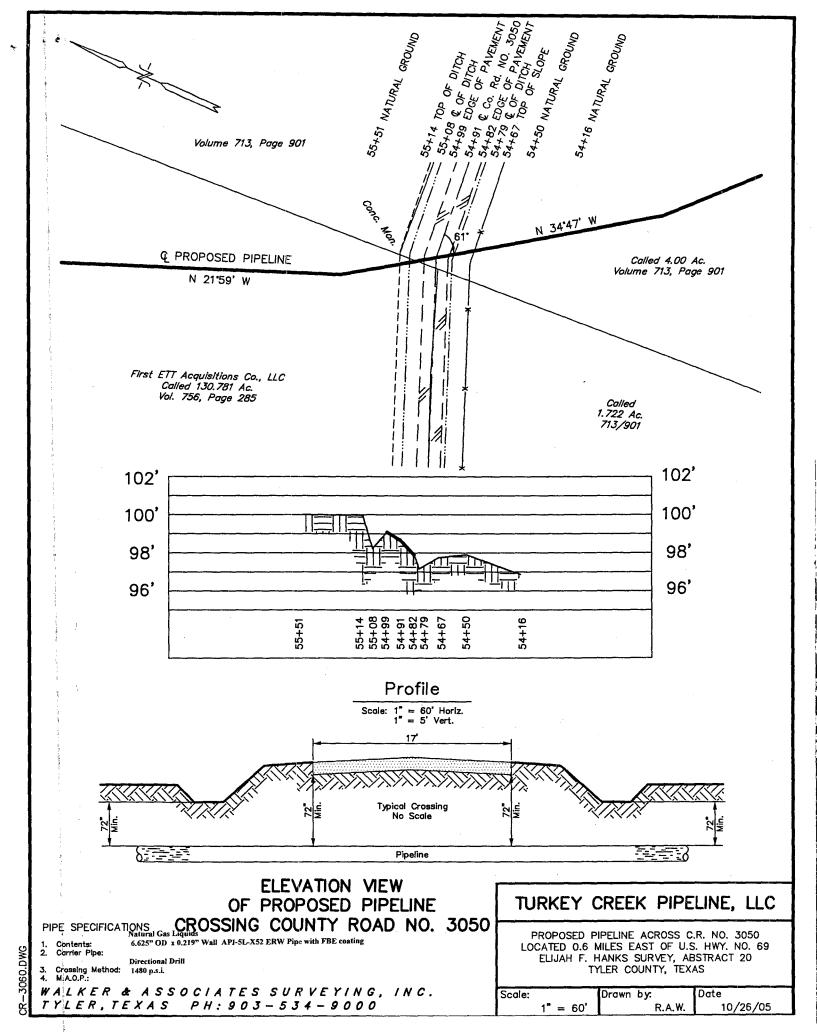
TURKEY CREEK PIPELINE, LLC

Printed Name:

Title:



Turkey Creek Pipeline, LLC CR 3050 Crossing



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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PERMIT FOR GAS PIPELINE BENEATH COUNTY ROAD RIGHTS-OF-WAY

Turkey Creek Pipeline, LLC, ("Turkey Creek") whose principal business address is 2603 Augusta, Suite 1400, Houston, Texas 77057, does hereby apply for a permit to utilize and cross beneath Tyler County Road 3100 ("CR 3100"), collectively referred to as "county road", as hereinafter provided:

I.

Turkey Creek is a natural gas utility under the Texas Utilities Code § 121.000, et seq and is a transporter natural gas and natural gas liquids in Tyler County, Texas.

II.

Turkey Creek will construct, operate and maintain a pipeline, not greater than six inches (6") in diameter, to transport natural gas and natural gas liquids in Tyler County. Said pipeline will cross CR 3100 at a point located approximately 0.5 miles northeast of US Hwy 69.

III.

Turkey Creek will construct, operate and maintain the pipeline in a good and workmanlike manner, in compliance with currently accepted standards in the pipeline industry and in accordance with all applicable laws and regulations.

IV.

Turkey Creek will construct the pipeline using ordinary care across the rights-of-way for CR 3100 to a depth of up to ten feet (10'), but not less than six feet (6') below the crest of the county road. Turkey Creek will restore the surface of the county road to the same or better condition than its current condition.

Turkey Creek understands and agrees that its use of the rights-of-way of CR 3100 shall be limited exclusively to the purpose designated herein and should Tyler County reasonably determine that the pipeline needs to be moved or presents an undue threat to public safety, Turkey Creek will remove and relocate the pipeline as its sole cost and expense upon ninety (90) days written notice by Tyler County.

VI.

Turkey Creek and its successors and designees hereby indemnify and agree to hold Tyler County, its officials and affiliated agents harmless from any and all claims for personal injury (including death), damage to equipment, supplies or personal property or other claims which may arise by virtue of Turkey Creek's negligent use of the CR 3100 rights-of-way. Turkey Creek shall provide Tyler County with a certificate of insurance in the amount of \$ 1,000.000.000 showing Tyler County as an additional named insured under the policy at least seven (7) days before construction begins and such policy is to remain in force while the pipeline is in use.

VII.

Tyler County makes no warranty of title or representation of its right to use the rights-ofway for CR 3100.

VII.

Turkey Creek shall provide and post pipeline markers and/or signs on the CR 3100 and will maintain the up keep of such signs.

VIII.

By execution hereof in the space provided below, Turkey Creek hereby applies for the permit as hereinafter provided and Tyler County does hereby grant a permit to Turkey Creek for use of its rights-of-way for CR 3100 under the premises and under the conditions as hereinabove provided to be effective as of the date of the signature on behalf of Tyler County.

Dated this 18 day of Muculen, 2005.

HONORABLE TYLER COUNTY JUDGE OR COMMISSIONERS' COURT OF TYLER-COUNTY, TEXAS

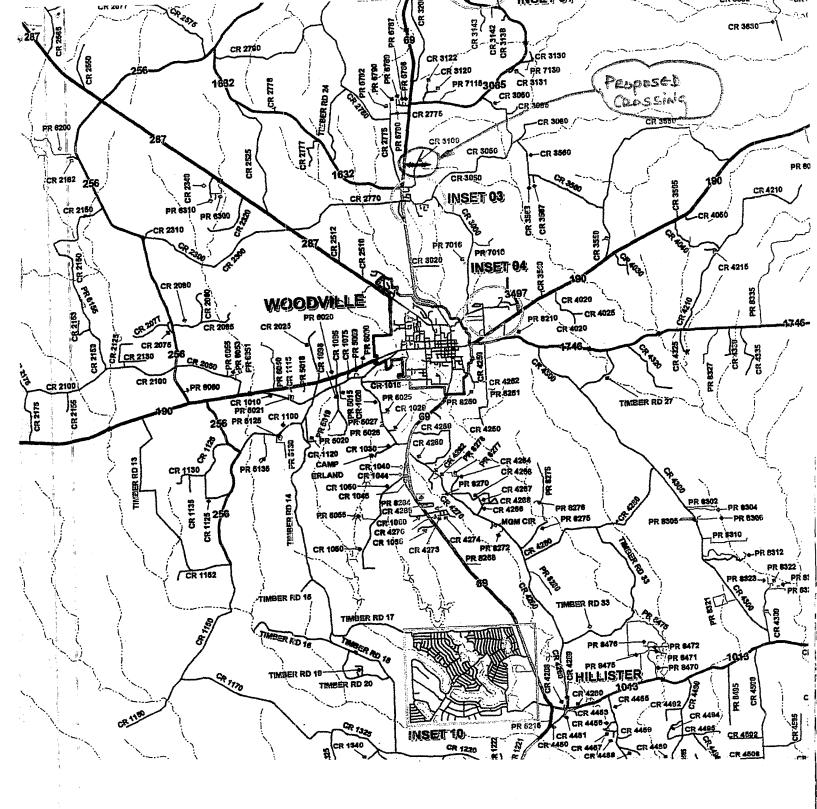
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Authorized representative of Tyler County

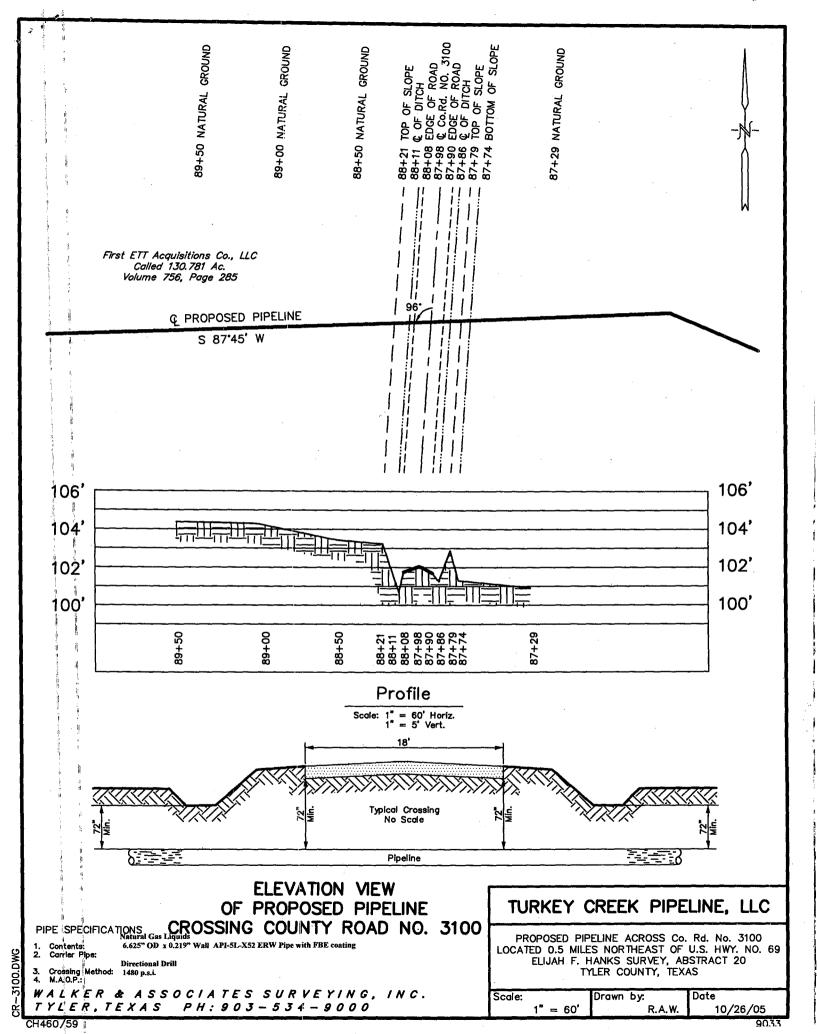
TURKEY CREEK PIPELINE, LLC

Printed Name: Sames R. Hart

Title: Director



Turkey Creek Pipeline, LLC CR 3100 Crossing



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