TYLER COUNTY COMMISSIONERS COURT
EMERGENCY MEETING
November 18, 2005 ---- 9:30 a.m.
THE STATE OF TEXAS
ON THIS THE $18^{\text {th }}$ 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 <br> JOE MARSHALL <br> JACK WALSTON DONECE GREGORY

COUNTY JUDGE, Presiding
COMMISSIONER, PCT. \#1
COMMISSIONER, PCT. \#2
COMMISSIONER, PCT. \#3
COMMISSIONER, PCT. \#4,
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 offige on this the 9th day of December, 2005.


## 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



No.
 time S! 30 for

NOV 162005


## 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.


NOV 182005


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


Tyler County Clerk
By: $\qquad$

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 $\left(10^{\prime}\right)$, but not less than six feet ( $6^{\prime}$ ) 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 $\qquad$ day of $\qquad$ , 2005.

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

TURKEY CREEK PIPELINE, LLD


Printed Name: Sames R. Hart Title: Sirectur


Turkey Creek Pipeline, LLC CR 3050 Crossing


ELEVATION VEW OF PROPOSED PIPELINE PIPE SPECIFICATONS CROSSING COUNTY ROAD NO. 3050 1. Contents:
2.
Carrier Plpe: Natua
$6.625^{\prime \prime}$ OD $\times 0.219^{\prime \prime}$ Wall API-5L-X52 ERW Pipe with FBE coating
Crossing Metho
Directional Drill
1480 p.s.i.
WALKER \& ASSOCIATES SURVEYING, INC. TYLER, TEXAS PH:903-534-9000

## TURKEY CREEK PIPELINE, LLC

PROPOSED PIPELINE ACROSS C.R. NO. 3050 LOCATED O. 6 MILES EAST OF U.S. HWY. NO. 69 ELIJAH F. HANKS SURVEY, ABSTRACT 20 TYLER COUNTY, TEXAS

Scale:
Scale:

## ACORD. CERTIFICATE OF LIABILITY INSURANCE

OPID CG

| INSURERS AFFORDING COVERAGE | NAIC \#! |
| :--- | :--- |
| INSURERA: James River InSurance |  |
| INSURER B: |  |
| INSURERC: |  |
| INSURER : |  |
| INSURERE: |  |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANOING ANY REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONOITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


## CERTIFICATE HOLDER

TYLER-2

Tyler County
300 W. Bluff
Woodville TX 75979

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL. 30
$\qquad$ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALI IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
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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 hoider, 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 $\left(10^{\prime}\right)$, but not less than six feet ( $6^{\prime}$ ) 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.
V.

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 \$ 1,000.000.00 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 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 Morcubler, 2005.

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

By:


Authorized representative of Tyler County

TURKEY CREEK PIPELINE, LLC

By:


Printed Name:


Title: $\qquad$


Turkey Creek Pipeline, laC CR 3100 Crossing


First ETT Acquisitions Co., LLC Called 130. 781 Ac. Volume 756, Page 285




ELEVATION VIEW
OF PROPOSED PIPELINE
PIPE :SPECIFCA

1. Contents:
2. Cartier Pipe:

Directional Drill
Crossing Method: 1480 p.s.i.
WALKER\&ASSOCIATESSURVEYING.INC. TYLER, TEXAS PH:903-534-9000

| TURKEY CREEK PIPELINE, LLC |
| ---: | ---: |
| PROPOSED PIPELINE ACROSS Co. Rd. No. 3100 |
| LOCATED O.5 MILES NORTHEAST OF U.S. HWY. NO. 69 |
| ELIJAH F. HANKS SURVEY, ABSTRACT 20 |
| TYLER COUNTY, TEXAS |



## COVERAGES

THE POLIGIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING AN'N REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POL ICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


## CERTIFICATE HOLDER

TYLER - 2

Tyler County 300 W. Bluff Woodville TX 75979

## CANCELLATION

Should any of the above described policies be cancelled before the expiration DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALIL IMPOSE NO OBLIGATION OR LIABILTTY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
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## IMPORTANT

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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).

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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 aiter the coverage afforded by the policies listed thereon.

