

Judge All Com, Joyce, Sharon, Joe, all

10.35

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

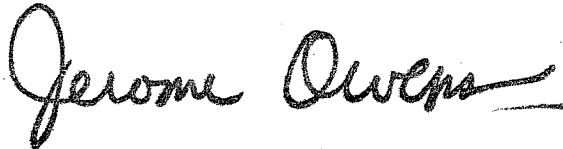
THIS NOTICE IS POSTED IN ACCORDANCE WITH V.A.T.S.-17 NOTICE IS
HEREBY GIVEN THAT A SPECIAL MEETING WILL BE HELD ON MONDAY,
JANUARY 9, 2006 AT 10:30 A.M. IN THE COMMISSIONERS' COURTROOM,
FIRST FLOOR, TYLER COUNTY COURTHOUSE.

AGENDA

M/H
all eyes

1. CONSIDER AND APPROVE AGREEMENT BETWEEN EAGLE ROCK
ENERGY SERVICES, LP AND TYLER COUNTY FOR PIPELINE TO CROSS
COUNTY ROADS 3000, 3560 AND 3550.

Adj 10.38 AM



JEROME OWENS
COUNTY JUDGE

NO. _____ TIME 1:50 pm

JAN 06 2006

DONECE GREGORY, COUNTY CLERK
TYLER COUNTY, TEXAS
By Wanda [Signature]

TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING

January 9, 2006 ---- 10:30 a.m.

THE STATE OF TEXAS ON THIS THE 9th day of January, 2006 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
WANDA JOHNSTON

COUNTY JUDGE
COMMISSIONER, PCT. #1
COMMISSIONER, PCT. #2
COMMISSIONER, PCT. #3
COMMISSIONER, PCT. #4
Chief Deputy COUNTY CLERK, EX OFFICIO

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

JOYCE MOORE
SHARON FULLER
JOE R SMITH

COUNTY AUDITOR
COUNTY TREASURER
CRIMINAL DISTRICT ATTORNEY

A motion was made by **Commissioner Marshall** to approve the pipeline crossing agreements with Eagle Rock Energy, LP for three County Roads in Precinct #3, being CR3000, CR3560 and CR3550. This motion was seconded by **Commissioner Hughes**. All voted yes and none no. SEE ATTACHED AGREEMENTS

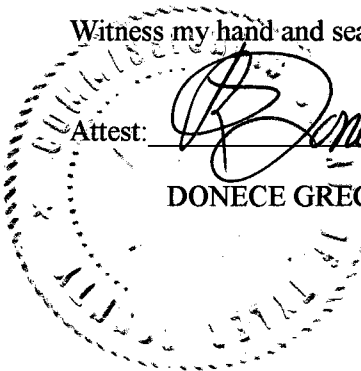
Commissioner Nash motioned and Commissioner Walston seconded the meeting adjourned.

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 January 9, 2006.

Witness my hand and seal of office on this the 11th day of February, 2006.

Attest:


DONECE GREGORY, COUNTY CLERK, TYLER COUNTY



PERMIT TO USE COUNTY ROAD RIGHTS-OF-WAY
FOR CONSTRUCTION OF GAS PIPELINE

Eagle Rock Energy Services, L.P. whose principal address is 14950 Heathrow Parkway, Suite 111, Houston, TX 77032, hereinafter referred to as Eagle Rock Energy does hereby apply for a permit to utilize the rights of way of Tyler County Road 3000 as hereinafter provided:

I.

Eagle Rock Energy is the transporter of certain quantities of natural gas to be produced by: Blackstone and other companies situated in multiple locations, Tyler County, Texas.

II.

Eagle Rock Energy will construct, operate and maintain a pipeline not greater than 10 inches in diameter, to cause the gas produced from the Blackstone and other wells, located in multiple locations, in Tyler County, Texas. Said pipeline will cross County Road 3000 approximately 346 feet northwest of a Private Gated Road.

III.

Eagle Rock Energy will construct, operate and maintain the gathering line in a good and workmanlike manner, in compliance with the highest standards of pipeline construction and in accordance with all applicable laws and regulations.

IV.

Eagle Rock Energy will construct pipeline across county right of way County Road 3000 and as nearly as practicable across to a depth so as not interfere with the continued maintenance of County Road 3000, which is a minimum to be six (6) feet below the county road surface. Eagle Rock Energy will restore the surface to the same condition, or better, as it was prior to slick bore construction of the gathering line.

V.

Eagle Rock Energy understands and agrees that its use of the rights of way County Road 3000 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 the public safety, Eagle Rock Energy will remove and relocate the gathering line at its sole cost and expense upon thirty (30) days written notification by Tyler County.

VI.

Eagle Rock Energy and its successors and designees hereby indemnify and agree to hold Tyler County, its officials and affiliated agencies harmless from any and all claims of personal injury (including death), damage to equipment, supplies or personal property or any other claims which may arise by virtue of lateral use of the rights of way for the construction, operation and maintenance of the gathering line by Eagle Rock Energy. Eagle Rock Energy shall provide Tyler County with a certificate of liability 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 said pipeline is in use.

VII.

Tyler County makes no warranty of title or representation of right of use. Any suit files by any adjacent land owner shall be defended by Eagle Rock Energy, and Tyler County shall not be liable or responsible for defending any suit or title to such easement or right of way.

VIII.

Eagle Rock Energy shall provide and post gas line marking and/or signs on County Road 3000 and will maintain the up keep of such signs.

By execution hereof in the spaces provided below, Eagle Rock Energy does hereby apply for a permit as hereinafter provided, and Tyler County does hereby grant a permit to Eagle Rock Energy under the premises and under the conditions as hereinabove provided to be effective as of the signature on behalf of the County.

Dated this 06 day of January, 2006.

TYLER COUNTY PIPELINE (name of pipeline)

By: [Signature] (executor/~~president~~)

PERMIT GRANTED ON BEHALF OF TYLER COUNTY, TEXAS

By: [Signature]

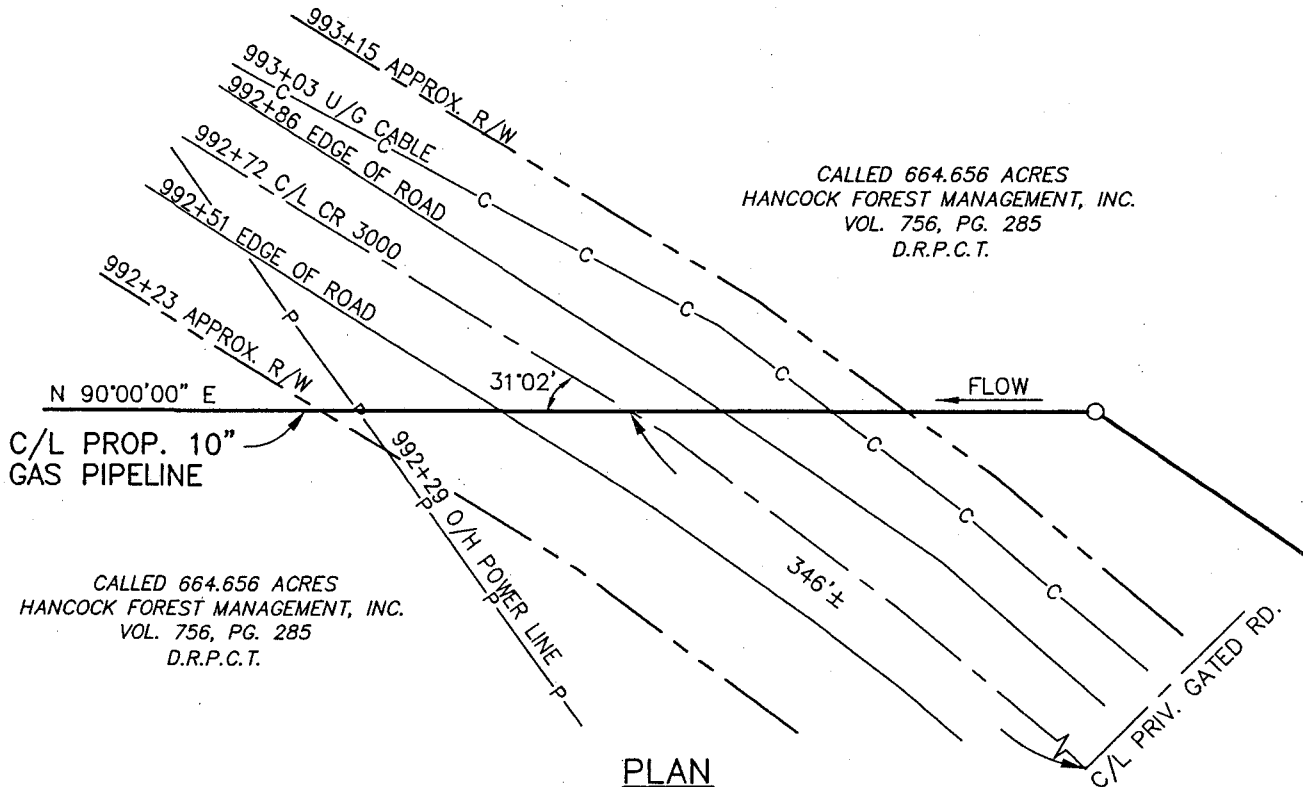
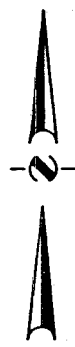
Name: SEROME OWENS

Title: County Judge

Date: 01/09/2006

TYLER COUNTY, TEXAS

LUCIUS H. KERR SURVEY, A-416

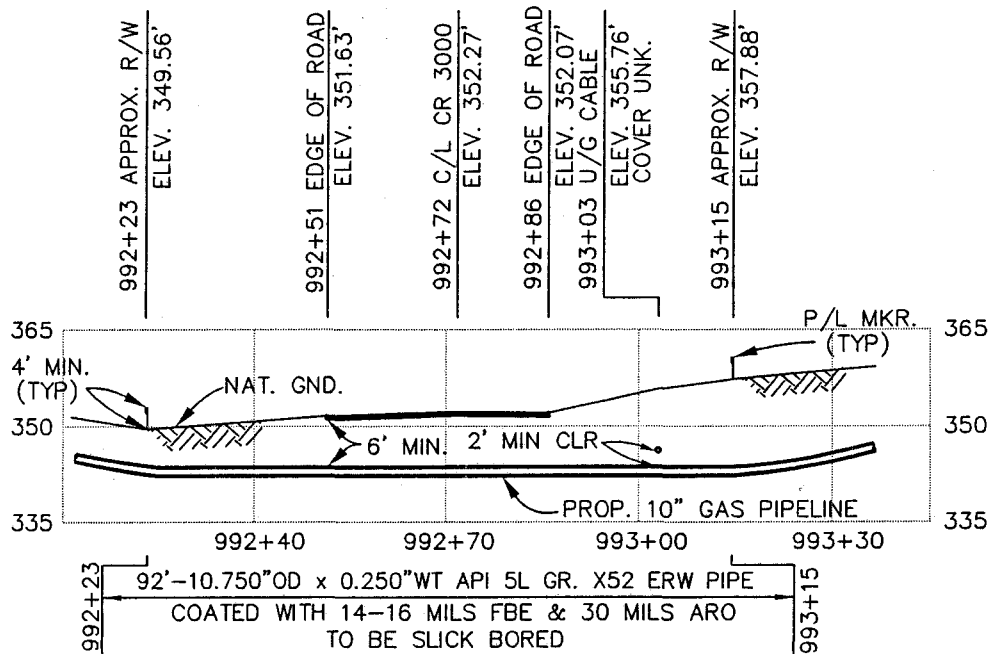


CALLED 664.656 ACRES
HANCOCK FOREST MANAGEMENT, INC.
VOL. 756, PG. 285
D.R.P.C.T.

CALLLED 664.656 ACRES
HANCOCK FOREST MANAGEMENT, INC.
VOL. 756, PG. 285
D.R.P.C.T.

PLAN

SCALE: 1"=30'



PROFILE

SCALE: 1"=30' HORIZ.
SCALE: 1"=30' VERT.

NOTE: CONTRACTOR TO VERIFY
LOCATION OF EXISTING UTILITIES
PRIOR TO CONSTRUCTION.

BENCHMARK: C/L OF CR 3000
© STATION 992+72
APPROX. EL. 352.27'
MAOP - 1209 PSIG

PLOTTED BY: CLA DATE: 1/4/06 TIME: 16:30

REVISION		
NO	DATE	DESCRIPTION
A	1/4/06	INITIAL REVIEW

PRO PLUS, INC.

11150 S. Wilcrest, Suite 101
Houston, Texas 77099
(281) 568-9200
FAX: (281) 568-9998

SCALE AS SHOWN	
DRAWN CLA	DATE 1/4/06
CHK'D CGS	DATE 1/4/06
APPROVED	DATE
PRO PLUS JOB NO. 0537	
AFE/P.O.NO.	
CLIENT FILE NO.	
PRO PLUS FILE NO. A05372113	

EAGLE ROCK ENERGY SERVICES, L.P.

TITLE
PROPOSED 10" PIPELINE
CROSSING
COUNTY ROAD 3000
TYLER COUNTY, TEXAS

NO.	A05372113	REV.	A
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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/27/2005

PRODUCER
JOHN L. WORTHAM & SON, L.P.
P.O. BOX 1388
HOUSTON, TEXAS 77251-1388

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

077357-6-1 mdc - nlebeuf

INSURERS AFFORDING COVERAGE

INSURED
EAGLE ROCK ENERGY SERVICES, LP
14950 HEATHROW FOREST PARKWAY
SUITE 111
HOUSTON, TX 77032

INSURER A: American Home Assurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING 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 CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	GL4770674	12/03/2004	12/03/2005	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPROP AGG	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				INC STATUTORY LIMITS	OTHER \$
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
TYLER COUNTY is included as an Additional Insured for Commercial General Liability, when required by written contract, but is limited to liability arising out of the operations of the Named Insured under said contract, and always subject to the policy's terms, conditions and exclusions.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION (BELOW & SEE REVERSE)

TYLER COUNTY
300 WEST BLUFF
WOODVILLE, TX 75979

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 SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

JOHN L. WORTHAM & SON, L.P.

CELESTIAL BODY
FLEET COUNTY

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.

CANCELLATION NOTICE

The **CANCELLATION NOTICE** on the **CERTIFICATE OF INSURANCE** is amended to include the following additional wording: The Insurance Company may cancel the described policy(ies) by mailing or delivering ten (10) days written notice of cancellation to the Certificate Holder for:

(1) Non Payment of premium or (2) any other circumstance permitted by state law or policy conditions.

PRO PLUS, INC.

11150 S. Wilcrest Drive
Suite 101
Houston, Texas 77099

(281) 568-9200
Fax: (281) 568-9998
E-mail: proplus@proplusinc.com

October 13, 2005

RE: MAOP Calculations - 10" Natural Gas Pipeline

The following information is provided to document the design of the 10" Natural Gas pipeline for road crossings in Polk and Tyler Counties, Texas for Eagle Rock Energy Services, L.P.:

Design Criteria

Line Pipe: 10.750" O.D., 0.250" W.T., Grade 5LX-52, ERW, coated with 12-14 mils FBE and 30 mils ARO.

Code: Title 49, Code of Federal Regulations, Part 192, "Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards".

Calculations for Maximum Allowable Operating Pressure (Reference 192.105)

$P = (2 S t / D) \times E \times F$ where, P = Internal design pressure, psi

S = Yield strength of pipe, psi (Grade 5LX-52=52,000 psi)

t = Nominal wall thickness of pipe, inches (0.250")

D = Nominal outside diameter of pipe, inches (10.750")

E = Seam joint factor (1.0 for ERW pipe)

F = design factor (0.50 for road crossings in Class 2 and Class 3 locations)

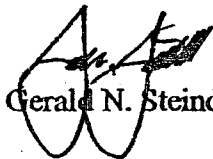
$P = (2 \times 52,000 \times 0.250 / 10.750) \times 1.0 \times 0.50$

P = 1,209 psi

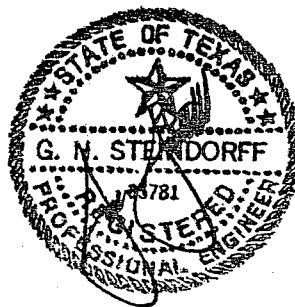
Other Requirements

The pipeline must be hydrostatically tested to a minimum pressure of 1.25 x MAOP or 1.25 x 1,209 psi = 1,511 psi in accordance with 49 CFR 192, Subpart J, and the design pressure of any other component of the pipeline must be at least 1,209 psi (fittings shall be the same specification as the line pipe and valves and flanges shall be ANSI 600).

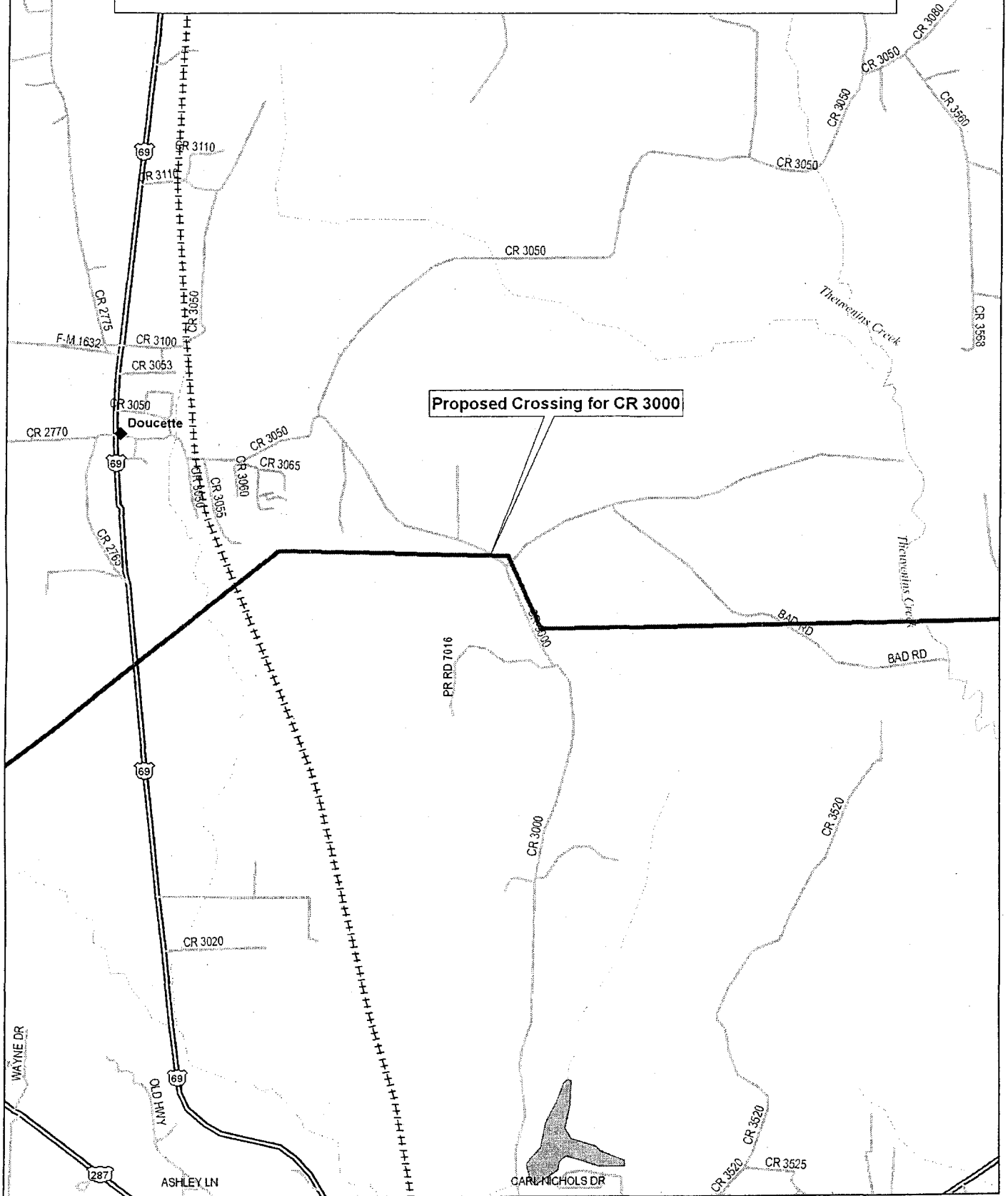
Sincerely,



Gerald N. Steindorff, P.E.



Site Map for Proposed 10" Pipeline Crossing County Road 3000, Tyler County, Texas



Proposed Crossing for CR 3000

PERMIT TO USE COUNTY ROAD RIGHTS-OF-WAY
FOR CONSTRUCTION OF GAS PIPELINE

Eagle Rock Energy Services, L.P. whose principal address is 14950 Heathrow Parkway, Suite 111, Houston, TX 77032, hereinafter referred to as Eagle Rock Energy does hereby apply for a permit to utilize the rights of way of Tyler County Road 3550 as hereinafter provided:

I.

Eagle Rock Energy is the transporter of certain quantities of natural gas to be produced by: Blackstone and other companies situated in multiple locations, Tyler County, Texas.

II.

Eagle Rock Energy will construct, operate and maintain a pipeline not greater than 10 inches in diameter, to cause the gas produced from the Blackstone and other wells, located in multiple locations, in Tyler County, Texas. Said pipeline will cross County Road 3550 approximately 3,053 feet northeast of a County Road 3560.

III.

Eagle Rock Energy will construct, operate and maintain the gathering line in a good and workmanlike manner, in compliance with the highest standards of pipeline construction and in accordance with all applicable laws and regulations.

IV.

Eagle Rock Energy will construct pipeline across county right of way County Road 3550 and as nearly as practicable across to a depth so as not interfere with the continued maintenance of County Road 3550, which is a minimum to be six (6) feet below the county road surface. Eagle Rock Energy will restore the surface to the same condition, or better, as it was prior to slick bore construction of the gathering line.

V.

Eagle Rock Energy understands and agrees that its use of the rights of way County Road 3550 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 the public safety, Eagle Rock Energy will remove and relocate the gathering line at its sole cost and expense upon thirty (30) days written notification by Tyler County.

VI.

Eagle Rock Energy and its successors and designees hereby indemnify and agree to hold Tyler County, its officials and affiliated agencies harmless from any and all claims of personal injury (including death), damage to equipment, supplies or personal property or any other claims which may arise by virtue of lateral use of the rights of way for the construction, operation and maintenance of the gathering line by Eagle Rock Energy. Eagle Rock Energy shall provide Tyler County with a certificate of liability 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 said pipeline is in use.

VII.

Tyler County makes no warranty of title or representation of right of use. Any suit files by any adjacent land owner shall be defended by Eagle Rock Energy, and Tyler County shall not be liable or responsible for defending any suit or title to such easement or right of way.

VIII.

Eagle Rock Energy shall provide and post gas line marking and/or signs on County Road 3550 and will maintain the up keep of such signs.

By execution hereof in the spaces provided below, Eagle Rock Energy does hereby apply for a permit as hereinafter provided, and Tyler County does hereby grant a permit to Eagle Rock Energy under the premises and under the conditions as hereinabove provided to be effective as of the signature on behalf of the County.

Dated this 06 day of January, 2006.

TYLER COUNTY PIPELINE (name of pipeline)

By: [Signature] (executor/~~president~~)

PERMIT GRANTED ON BEHALF OF TYLER COUNTY, TEXAS

By: [Signature]

Name: Jerome Owens

Title: County Judge

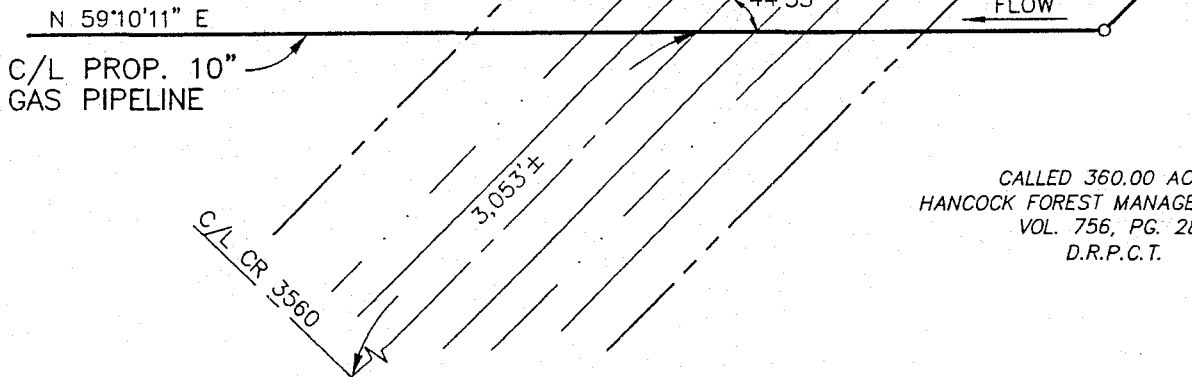
Date: 01-09-2006

TYLER COUNTY, TEXAS

SQUIRE CRUSE SURVEY, A-13

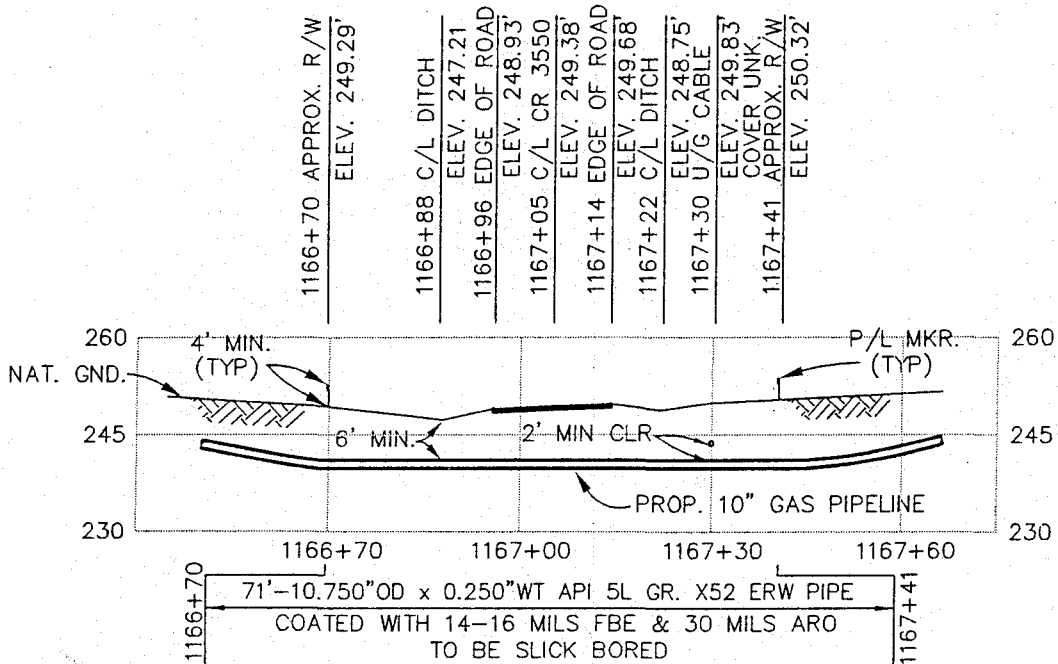
CALLED 146.12 ACRES
HANCOCK FOREST MANAGEMENT, INC.
VOL. 756, PG. 285
D.R.P.C.T.

CALLLED 360.00 ACRES
HANCOCK FOREST MANAGEMENT, INC.
VOL. 756, PG. 285
D.R.P.C.T.



PLAN

SCALE: 1" = 30'



PROFILE

SCALE: 1" = 30' HORZ.
SCALE: 1" = 30' VERT.

NOTE: CONTRACTOR TO VERIFY
LOCATION OF EXISTING UTILITIES
PRIOR TO CONSTRUCTION.

BENCHMARK: TBM SET (NAIL)
93.3' RT. @ STATION 1165+80
APPROX. EL. 244.30'
MAOP - 1209 PSIG

PLOTTED BY: CLA DATE: 1/5/06 TIME: 16:30

REVISION		
NO	DATE	DESCRIPTION
A	1/5/06	INITIAL REVIEW

PRO PLUS, INC.
11150 S. Wilcrest, Suite 101
Houston, Texas 77099
(281) 568-9200
FAX: (281) 568-9998

SCALE AS SHOWN	
DRAWN	DATE
CLA	1/5/06
CHK'D	DATE
CGS	1/5/06
APPROVED	DATE
PRO PLUS JOB NO.	0537
AFE/P.O.NO.	
CLIENT FILE NO.	
PRO PLUS FILE NO.	A05372115

EAGLE ROCK ENERGY SERVICES, L.P.

TITLE
PROPOSED 10" PIPELINE
CROSSING
COUNTY ROAD 3550
TYLER COUNTY, TEXAS

NO.	A05372115	REV.	A
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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2005

PRODUCER
JOHN L. WORTHAM & SON, L.P.
P.O. BOX 1388
HOUSTON, TEXAS 77251-1388

077357-6-1 mdc - nlebeuf

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW!

INSURERS AFFORDING COVERAGE

INSURED
EAGLE ROCK ENERGY SERVICES, LP
14950 HEATHROW FOREST PARKWAY
SUITE 111
HOUSTON, TX 77032

INSURER A: American Home Assurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING 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 CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	GL4770674	12/03/2004	12/03/2005	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMPROP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LDC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
TYLER COUNTY is included as an Additional Insured for Commercial General Liability, when required by written contract, but is limited to liability arising out of the operations of the Named Insured under said contract, and always subject to the policy's terms, conditions and exclusions.

CERTIFICATE HOLDER	ADDITIONAL INSURED, INSURER LETTER	CANCELLATION (BELOW & SEE REVERSE)
TYLER COUNTY 300 WEST BLUFF WOODVILLE, TX 75979		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 SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE JOHN L. WORTHAM & SON, L.P.

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.

CANCELLATION NOTICE

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(1) Non Payment of premium or (2) any other circumstance permitted by state law or policy conditions.

PRO PLUS, INC.

11150 S. Wilcrest Drive
Suite 101
Houston, Texas 77099

(281) 568-9200
Fax:(281) 568-9998
E-mail: proplus@proplusinc.com

October 13, 2005

RE: MAOP Calculations - 10" Natural Gas Pipeline

The following information is provided to document the design of the 10" Natural Gas pipeline for road crossings in Polk and Tyler Counties, Texas for Eagle Rock Energy Services, L.P.:

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Line Pipe: 10.750" O.D., 0.250" W.T., Grade 5LX-52, ERW, coated with 12-14 mils FBE and 30 mils ARO.

Code: Title 49, Code of Federal Regulations, Part 192, "Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards".

Calculations for Maximum Allowable Operating Pressure (Reference 192.105)

$P = (2 S t / D) \times E \times F$ where, P = Internal design pressure, psi

S = Yield strength of pipe, psi (Grade 5LX-52=52,000 psi)

t = Nominal wall thickness of pipe, inches (0.250")

D = Nominal outside diameter of pipe, inches (10.750")

E = Seam joint factor (1.0 for ERW pipe)

F = design factor (0.50 for road crossings in Class 2 and Class 3 locations)

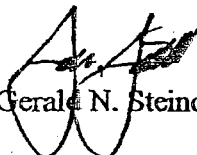
$$P = (2 \times 52,000 \times 0.250 / 10.750) \times 1.0 \times 0.50$$

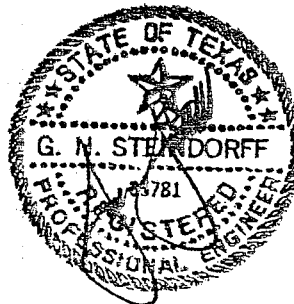
$$P = 1,209 \text{ psi}$$

Other Requirements

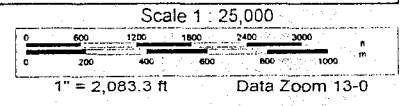
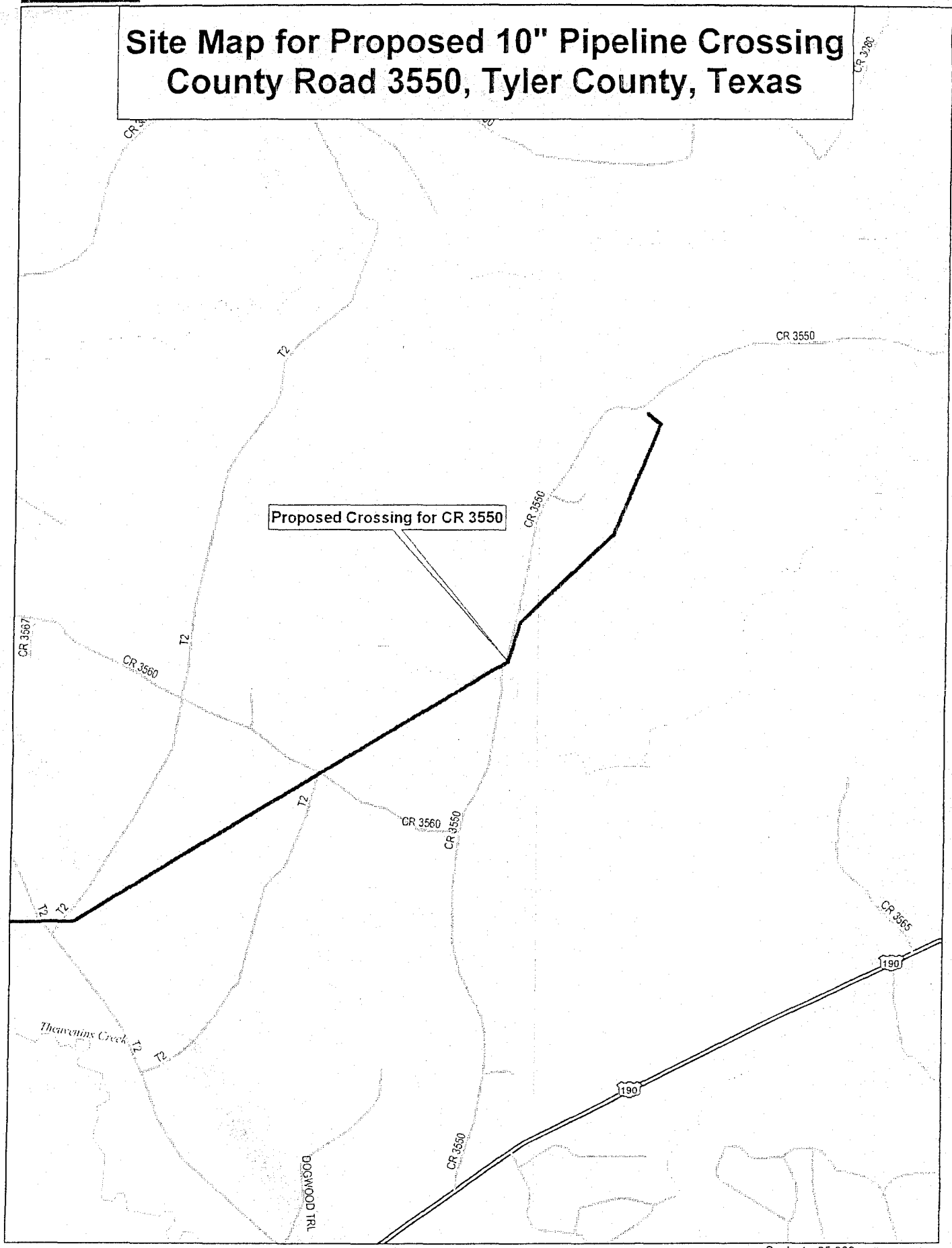
The pipeline must be hydrostatically tested to a minimum pressure of 1.25 x MAOP or 1.25 x 1,209 psi = 1,511 psi in accordance with 49 CFR 192, Subpart J, and the design pressure of any other component of the pipeline must be at least 1,209 psi (fittings shall be the same specification as the line pipe and valves and flanges shall be ANSI 600).

Sincerely,


Gerald N. Steindorff, P.E.



Site Map for Proposed 10" Pipeline Crossing County Road 3550, Tyler County, Texas



PERMIT TO USE COUNTY ROAD RIGHTS-OF-WAY
FOR CONSTRUCTION OF GAS PIPELINE

Eagle Rock Energy Services, L.P. whose principal address is 14950 Heathrow Parkway, Suite 111, Houston, TX 77032, hereinafter referred to as Eagle Rock Energy does hereby apply for a permit to utilize the rights of way of Tyler County Road 3560 as hereinafter provided:

I.

Eagle Rock Energy is the transporter of certain quantities of natural gas to be produced by: Blackstone and other companies situated in multiple locations, Tyler County, Texas.

II.

Eagle Rock Energy will construct, operate and maintain a pipeline not greater than 10 inches in diameter, to cause the gas produced from the Blackstone and other wells, located in multiple locations, in Tyler County, Texas. Said pipeline will cross County Road 3560 approximately 23.6 feet northwest of a T2 (Gravel) Road.

III.

Eagle Rock Energy will construct, operate and maintain the gathering line in a good and workmanlike manner, in compliance with the highest standards of pipeline construction and in accordance with all applicable laws and regulations.

IV.

Eagle Rock Energy will construct pipeline across county right of way County Road 3560 and as nearly as practicable across to a depth so as not interfere with the continued maintenance of County Road 3560, which is a minimum to be six (6) feet below the county road surface. Eagle Rock Energy will restore the surface to the same condition, or better, as it was prior to slick bore construction of the gathering line.

V.

Eagle Rock Energy understands and agrees that its use of the rights of way County Road 3560 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 the public safety, Eagle Rock Energy will remove and relocate the gathering line at its sole cost and expense upon thirty (30) days written notification by Tyler County.

VI.

Eagle Rock Energy and its successors and designees hereby indemnify and agree to hold Tyler County, its officials and affiliated agencies harmless from any and all claims of personal injury (including death), damage to equipment, supplies or personal property or any other claims which may arise by virtue of **lateral** use of the rights of way for the construction, operation and maintenance of the gathering line by **Eagle Rock Energy**. **Eagle Rock Energy** shall provide Tyler County with a certificate of liability 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 said pipeline is in use.

VII.

Tyler County makes no warranty of title or representation of right of use. Any suit files by any adjacent land owner shall be defended by **Eagle Rock Energy**, and Tyler County shall not be liable or responsible for defending any suit or title to such easement or right of way.

VIII.

Eagle Rock Energy shall provide and post gas line marking and/or signs on **County Road 3560** and will maintain the up keep of such signs.

By execution hereof in the spaces provided below, **Eagle Rock Energy** does hereby apply for a permit as hereinafter provided, and Tyler County does hereby grant a permit to **Eagle Rock Energy** under the premises and under the conditions as hereinabove provided to be effective as of the signature on behalf of the County.

Dated this 06 day of January, 2006.

TYLER COUNTY PIPELINE (name of pipeline)

By: [Signature] (executor/~~president~~)

PERMIT GRANTED ON BEHALF OF TYLER COUNTY, TEXAS

By: [Signature]

Name: JEROME OWENS

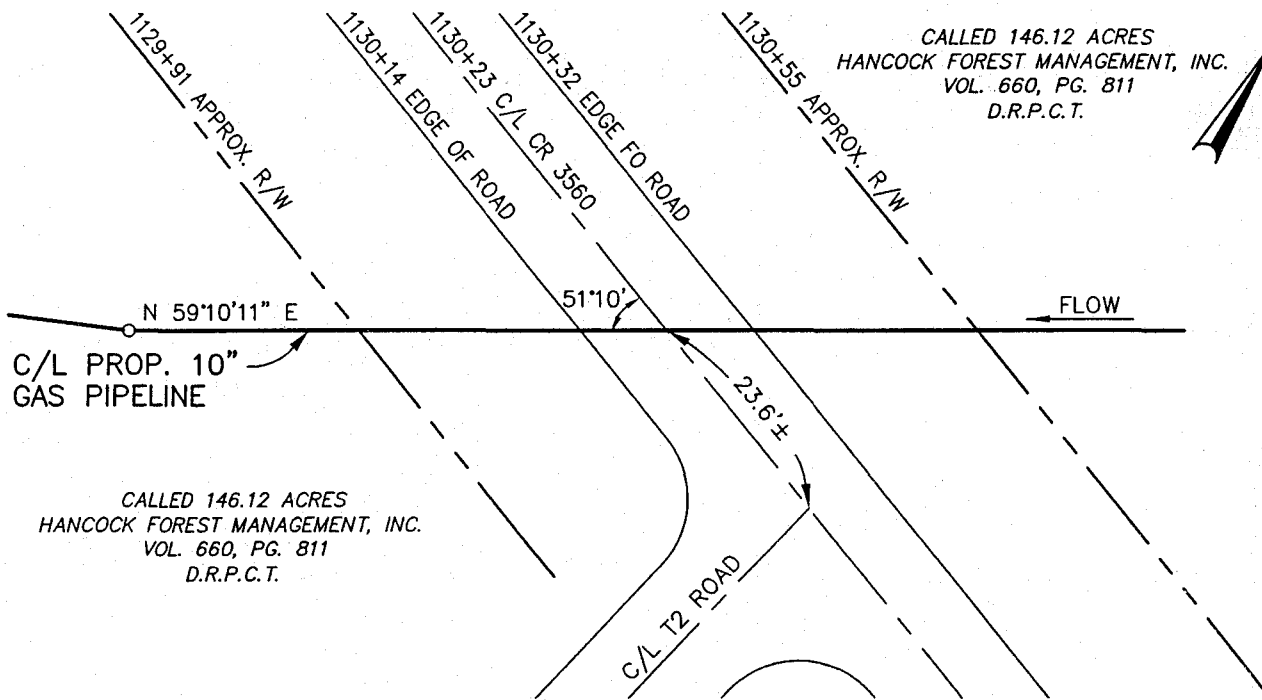
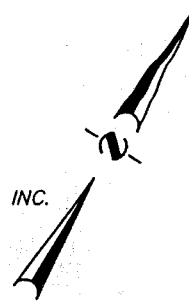
Title: COUNTY JUDGE

Date: 01/09/2006

TYLER COUNTY, TEXAS

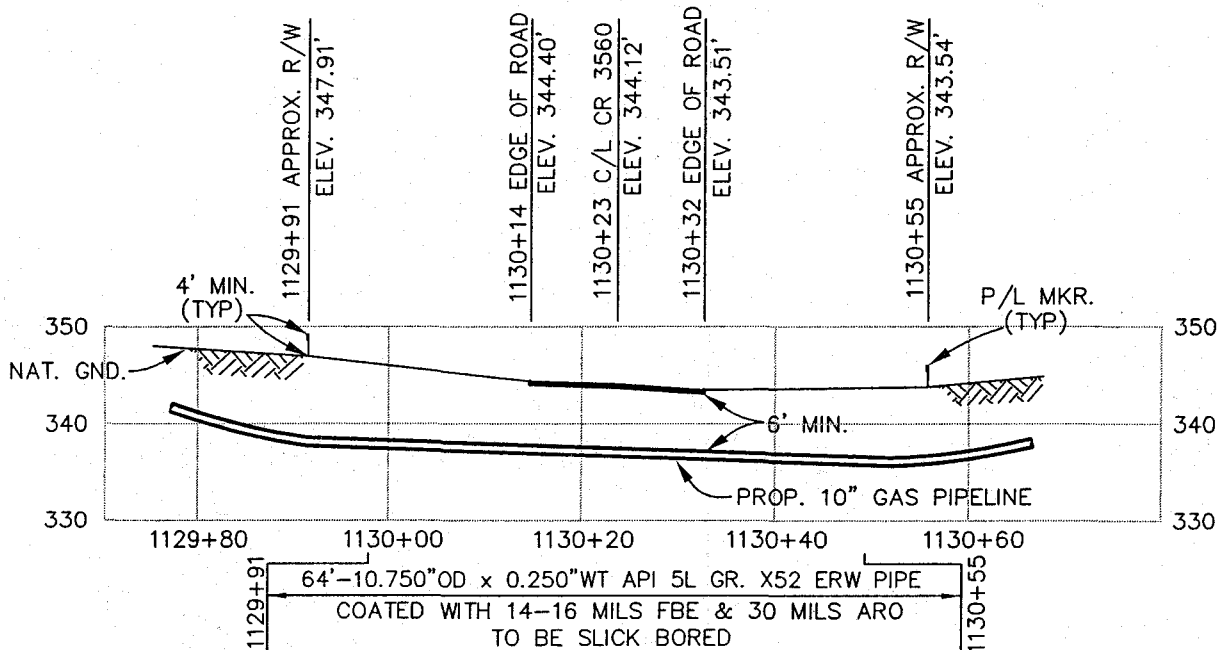
CHARLES GILDER SURVEY, A-834

CALLED 146.12 ACRES
HANCOCK FOREST MANAGEMENT, INC.
VOL. 660, PG. 811
D.R.P.C.T.



PLAN

SCALE: 1"=20'



PROFILE

SCALE: 1"=20' HORIZ.
SCALE: 1"=20' VERT.

NOTE: CONTRACTOR TO VERIFY
LOCATION OF EXISTING UTILITIES
PRIOR TO CONSTRUCTION.

BENCHMARK: C/L CR 3560
@ STATION 1130+23
APPROX. EL. 344.12'
MAOP - 1209 PSIG

PLOTTED BY: CLA DATE: 1/5/06 TIME: 12:30

REVISION		
NO	DATE	DESCRIPTION
A	1/5/06	INITIAL REVIEW

PRO PLUS, INC.
1150 S. Wilcrest, Suite 101
Houston, Texas 77099
(281) 568-9200
FAX: (281) 568-9998

SCALE AS SHOWN	
DRAWN CLA	DATE 1/5/06
CHK'D CGS	DATE 1/5/06
APPROVED	DATE
PRO PLUS JOB NO. 0537	
AFE/P.O.NO.	
CLIENT FILE NO.	
PRO PLUS FILE NO. A05372114	

EAGLE ROCK ENERGY SERVICES, L.P.

TITLE
PROPOSED 10" PIPELINE
CROSSING
COUNTY ROAD 3560
TYLER COUNTY, TEXAS

NO. A05372114 REV. A

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2005

PRODUCER
JOHN L. WORTHAM & SON, L.P.
P.O. BOX 1388
HOUSTON, TEXAS 77251-1388

077357-6-1 mdc - nlebeuf

INSURED
EAGLE ROCK ENERGY SERVICES, LP
14950 HEATHROW FOREST PARKWAY
SUITE 111
HOUSTON, TX 77032

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: American Home Assurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING 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 CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL4770674	12/03/2004	12/03/2005	EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 100,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMPROP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	\$
					OTHER	\$
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

TYLER COUNTY is included as an Additional Insured for Commercial General Liability, when required by written contract, but is limited to liability arising out of the operations of the Named Insured under said contract, and always subject to the policy's terms, conditions and exclusions.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION (BELOW & SEE REVERSE)
TYLER COUNTY 300 WEST BLUFF WOODVILLE, TX 75979		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 SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE JOHN L. WORTHAM & SON, L.P.

Cell # 07/03/2011

PLER COUNTY

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.

CANCELLATION NOTICE

The **CANCELLATION NOTICE** on the **CERTIFICATE OF INSURANCE** is amended to include the following additional wording: The Insurance Company may cancel the described policy(ies) by mailing or delivering ten (10) days written notice of cancellation to the Certificate Holder for:

(1) Non Payment of premium or (2) any other circumstance permitted by state law or policy conditions.

PRO PLUS, INC.

11150 S. Wilcrest Drive
Suite 101
Houston, Texas 77099

(281) 568-9200
Fax: (281) 568-9998
E-mail: proplus@proplusinc.com

October 13, 2005

RE: MAOP Calculations - 10" Natural Gas Pipeline

The following information is provided to document the design of the 10" Natural Gas pipeline for road crossings in Polk and Tyler Counties, Texas for Eagle Rock Energy Services, L.P.:

Design Criteria

Line Pipe: 10.750" O.D., 0.250" W.T., Grade 5LX-52, ERW, coated with 12-14 mils FBE and 30 mils ARO.

Code: Title 49, Code of Federal Regulations, Part 192, "Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards".

Calculations for Maximum Allowable Operating Pressure (Reference 192.105)

$P = (2 S t / D) \times E \times F$ where, P = Internal design pressure, psi

S = Yield strength of pipe, psi (Grade 5LX-52=52,000 psi)

t = Nominal wall thickness of pipe, inches (0.250")

D = Nominal outside diameter of pipe, inches (10.750")

E = Seam joint factor (1.0 for ERW pipe)

F = design factor (0.50 for road crossings in Class 2 and Class 3 locations)

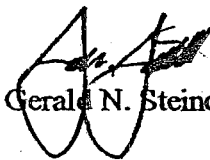
$P = (2 \times 52,000 \times 0.250 / 10.750) \times 1.0 \times 0.50$

P = 1,209 psi

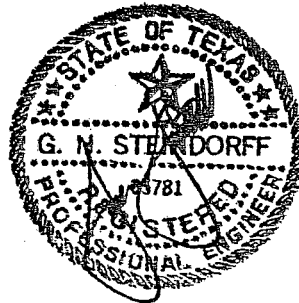
Other Requirements

The pipeline must be hydrostatically tested to a minimum pressure of 1.25 x MAOP or 1.25 x 1,209 psi = 1,511 psi in accordance with 49 CFR 192, Subpart J, and the design pressure of any other component of the pipeline must be at least 1,209 psi (fittings shall be the same specification as the line pipe and valves and flanges shall be ANSI 600).

Sincerely,



Gerald N. Steindorff, P.E.



Site Map for Proposed 10" Pipeline Crossing County Road 3560, Tyler County, Texas

