

TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING
October 13, 2006 ---- 9:30 a.m.

THE STATE OF TEXAS ON THIS THE 13th day of October, 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	COUNTY JUDGE, Presiding
MARTIN NASH	COMMISSIONER, PCT. #1
RUSTY HUGHES	COMMISSIONER, PCT. #2
JOE MARSHALL	COMMISSIONER, PCT. #3
JACK WALSTON	COMMISSIONER, PCT. #4
DONECE GREGORY	COUNTY CLERK, EX OFFICIO

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

JOYCE MOORE	COUNTY AUDITOR
SHARON FULLER	COUNTY TREASURER
JOE SMITH	CRIMINAL DISTRICT ATTORNEY

A motion was made by **Commissioner Nash** and seconded by **Commissioner Walston**
to permit a pipeline crossing under **County Road 4400 in Precinct #3, Mont Neches**
area, by Springfield Pipeline Company. All voted yes and none no.

A motion was made **Commissioner Marshall** to permit a pipeline crossing under
County Road 3725, 3750, 3660, 3665 and 3550 in Precinct #3, by Eagle Rock Energy
Services. **Commissioner Walston** seconded the motion. All voted yes and none no.

Joe Smith presented his concern with the proposed contract for architectural services for
the **J B Best building**. He suggested a maximum amount of 12% or an hourly rate,
which ever is less. Judge Owens stated that since this would be a governmental building
the County will have to comply with specifications from the State. He also wanted this
building to be something the County residents are proud of. A motion was made by
Commissioner Walston and seconded by **Commissioner Nash** to authorize the County
Judge to execute a contract upon changes agreed to by the County Judge. All voted yes
and none no.

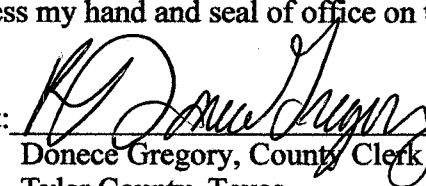
A motion was made by **Commissioner Walston** and seconded by **Commissioner**
Marshall to proclaim Melissa Cason as "**Singer of Tyler County**", as recommended by
the **Prison Ministries**. All voted yes and none no. SEE ATTACHED

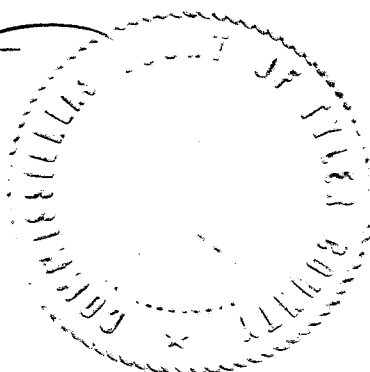
A motion was made by Commissioner Walston that the meeting adjourn....9:40 a.m.

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 October 13, 2006.

Witness my hand and seal of office on this the 16th day of October, 2006.

Attest: 
Donece Gregory, County Clerk
Tyler County, Texas



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

I.

Springfield Pipeline Company, LLC, ("Springfield") whose principal business address is 1201 Lake Robbins Drive, The Woodlands, Texas 77380, does hereby apply for a permit as hereinafter provided to utilize and cross beneath Tyler County Road 4400 ("CR 4400"), collectively referred to as "county road".

II.

Springfield is a natural gas utility under the Texas Utilities Code § 121.000, *et seq* and is a gatherer, transporter and purchaser of natural gas produced by various wells, including but not limited to the Anadarko E&P Company, LP – Black Stone Isaacs A-316 Unit, Well No. 1 in Jasper County, Texas situated in the A. Isaacs Survey, Abstract No. 316.

III.

Springfield will construct, operate and maintain a pipeline, not greater than eight inches (8") in diameter, to transport natural gas produced from the Anadarko E&P Company, LP – Black Stone Isaacs A-316 Unit, Well No. 1. Said pipeline will cross CR 4400 approximately 0.7 miles west of F.M. HWY. No. 92.

IV.

Springfield will construct, operate and maintain the pipeline in a good and workman-like manner, in compliance with ordinary care in the pipeline industry and in accordance with applicable laws and regulations.

V.

Springfield will construct the pipeline using ordinary care across the rights-of-way for CR 4400 to a depth not less than six feet (6') below the crest of the county road. Springfield will

restore the surface of the county road to the same or better condition than its current condition.

VI.

Springfield hereby indemnifies and agrees to hold Tyler County and its officials harmless from any and all claims for personal injury (including death), damage to equipment, supplies or personal property or other claims which arise from Springfield's negligent use of the CR 4400 rights-of-way.

VII.

It is agreed that for the consideration stated in this permit, including indemnifying Tyler County and burying the pipeline not less than six feet (6') below the crest of CR 4400, Springfield shall not be required by Tyler County, the Commissioners' Court of Tyler County or the Tyler County Judge to remove the pipeline crossing CR 4400. However, Springfield shall be required to relocate said pipeline only if doing so becomes necessary due to a bona fide public emergency. The relocation shall be within Springfield's thirty-foot rights-of-way beneath CR 4400. Tyler County, the Commissioners' Court of Tyler County and/or the Tyler County Judge shall not require Springfield to relocate the pipeline except for public emergencies, including, but not limited to allowing widening or other changing of any traffic lane. Springfield will remove and relocate the gathering line at its sole cost and expense upon ninety (90) days written notification by Tyler County.

VIII.

Tyler County makes no warranty of title or representation of its right to use the rights-of-way for CR 4400.

IX.

Springfield and the Commissioners' Court of Tyler County, Texas agree that use of the right-of-way shall be limited to the purpose stated herein. By execution hereof in the space provided below, Springfield hereby applies for the permit as stated herein and Tyler County, Texas does hereby grant a permit to Springfield for use of its rights-of-way for CR 4400.

X.

Springfield is required to pay a \$200.00 Administration Fee to Tyler County Commissioners' Precinct where line will be located. Payment is due prior to time of approval by Tyler County Commissioners' Court. Payment may be made payable by check, cashiers check, or money order.

Dated this 13 day of October, 2006.

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

By: Joe Marshall
Printed Name: JOE MARSHALL
Authorized representative of Tyler County, Texas

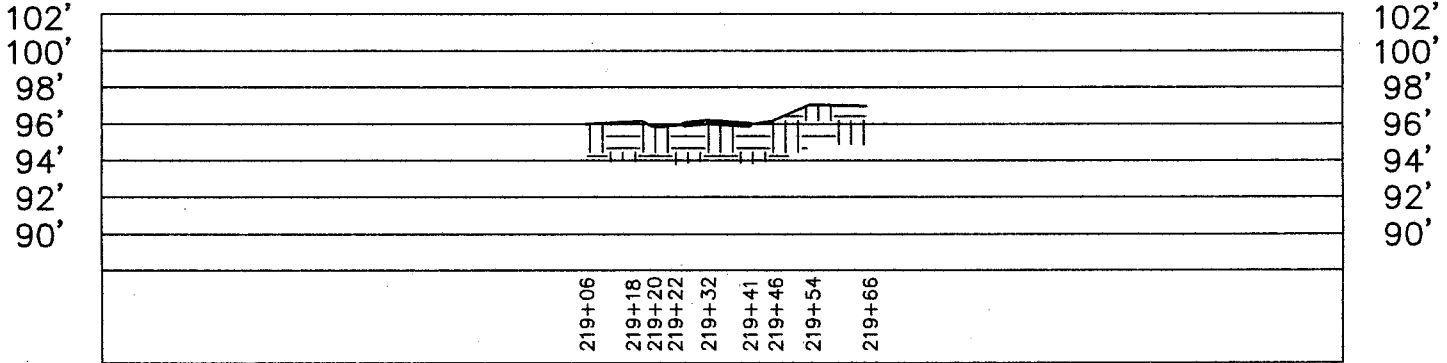
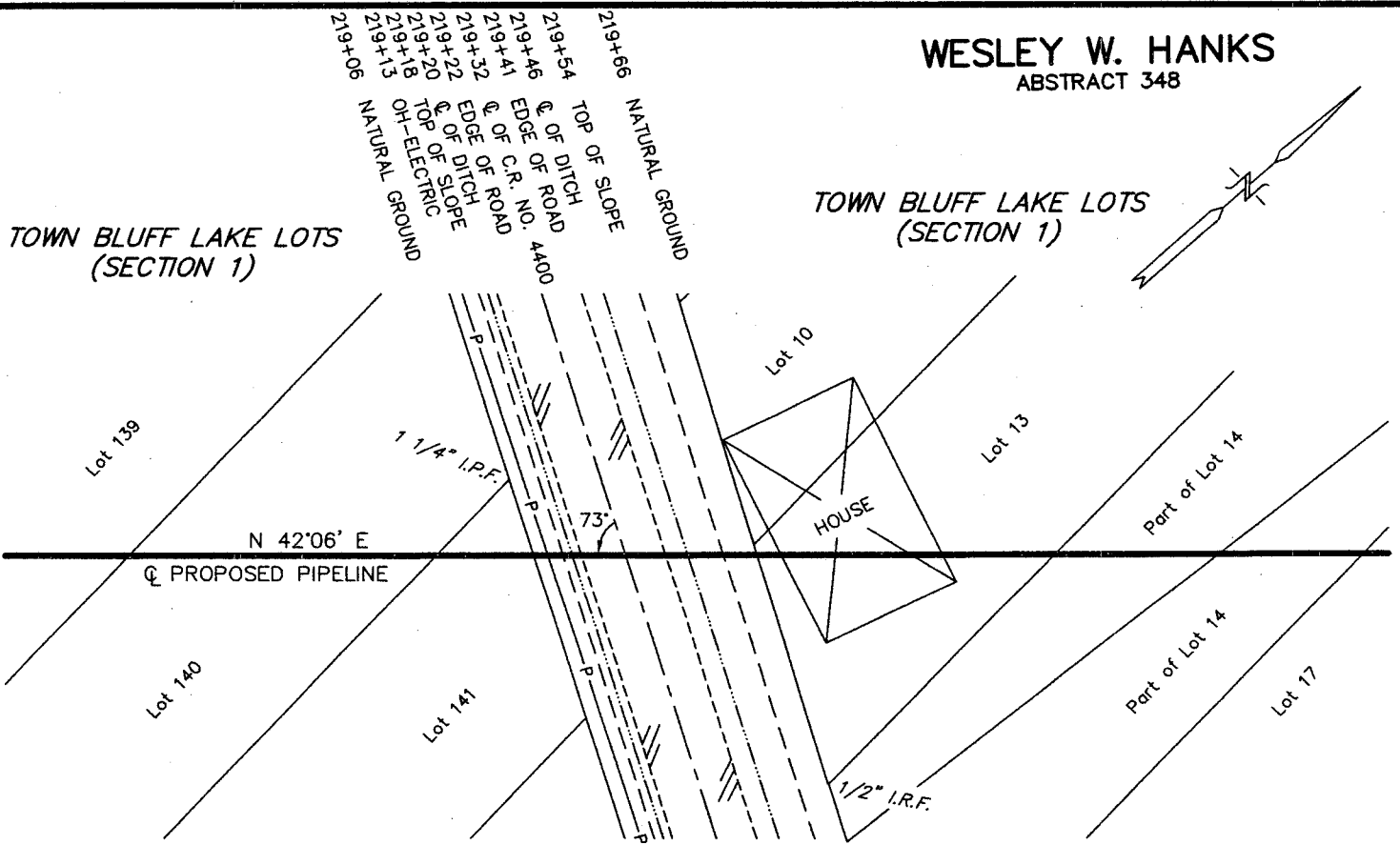
SPRINGFIELD PIPELINE COMPANY, LLC

By: _____
Printed Name: _____
Authorized Representative of Springfield Pipeline
Company, LLC

WESLEY W. HANKS
ABSTRACT 348

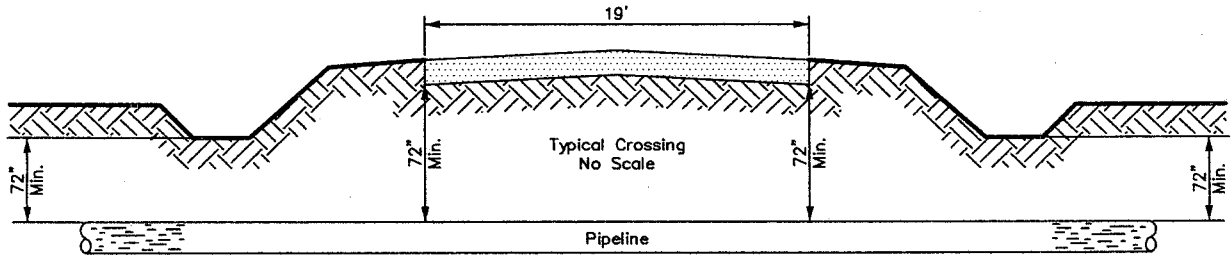
TOWN BLUFF LAKE LOTS
(SECTION 1)

TOWN BLUFF LAKE LOTS
(SECTION 1)



Profile

Scale: 1" = 40' Horiz.
1" = 10' Vert.



**ELEVATION VIEW
OF PROPOSED PIPELINE
CROSSING COUNTY RD. NO. 4400**

PIPE SPECIFICATIONS

1. Contents: Natural Gas
2. Carrier Pipe: 8.625" x 0.500" API-5L-E42, ERW Pipe
3. Crossing Method: Directional Bore
4. M.A.O.P.: 1440 PSI

WALKER & ASSOCIATES SURVEYING, INC.
TYLER, TEXAS PH: 903-534-9000

SPRINGFIELD PIPELINE, LLC

PROPOSED PIPELINE ACROSS COUNTY RD. NO. 4400
LOCATED 0.7 MILES WEST OF F.M. HWY. NO. 92
WESLEY W. HANKS SURVEY, ABSTRACT 348
TYLER COUNTY, TEXAS

Scale: 1" = 40'	Drawn by: R.A.W.	Date 09/27/06
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EXH-19.DWG

CERTIFICATE OF INSURANCE ISSUE DATE **October 5, 2006**

PRODUCER

Jardine Lloyd Thompson, LLC
5847 San Felipe, Suite 2750
Houston, TX 77057

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.

COMPANIES AFFORDING COVERAGE

INSURED

Anadarko Petroleum Corporation
and its subsidiaries including
Springfield Pipeline LLC
1201 Lake Robbins Drive
The Woodlands, TX 77380

Insurer A	Associated Electric and Gas Insurance Services
Insurer B	
Insurer C	
Insurer D	
Insurer E	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OP AGG.	\$
					PERSONAL & ADV. INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXPENSE (Any one person)	\$
	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 <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> OTHER				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
A	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	X0598A1A06	6/30/2006	6/30/2007	EACH OCCURRENCE	\$2,000,000
					AGGREGATE	\$2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	
					DISEASE-POLICY LIMIT	
					DISEASE EACH EMPLOYEE	
	OTHER:					

Anadarko Petroleum Corporation is self-insured for General Liability exposure(s) US \$2,000,000 each occurrence, above which amount the excess liabilities evidenced hereon will respond.
 Re: Pegasus East Pipeline. Tyler County Road 4400 bore crossing for pipeline construction.
 Tyler County, Texas Commissioners Court is named as an Additional insured as required by written contract but only to the extent of those liabilities assumed by the Named Insured therein and furthermore, limited to the operations of the Named Insured.

CERTIFICATE HOLDER

 Tyler County Commissioners Court
 Attn: County Judge Jerome Owens
 300 West Bluff
 Woodville, TX 75979

CANCELLATION

 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

 AUTHORIZED REPRESENTATIVE
 Jardine Lloyd Thompson, LLC

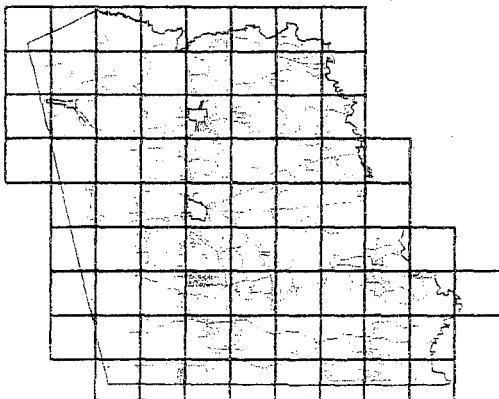
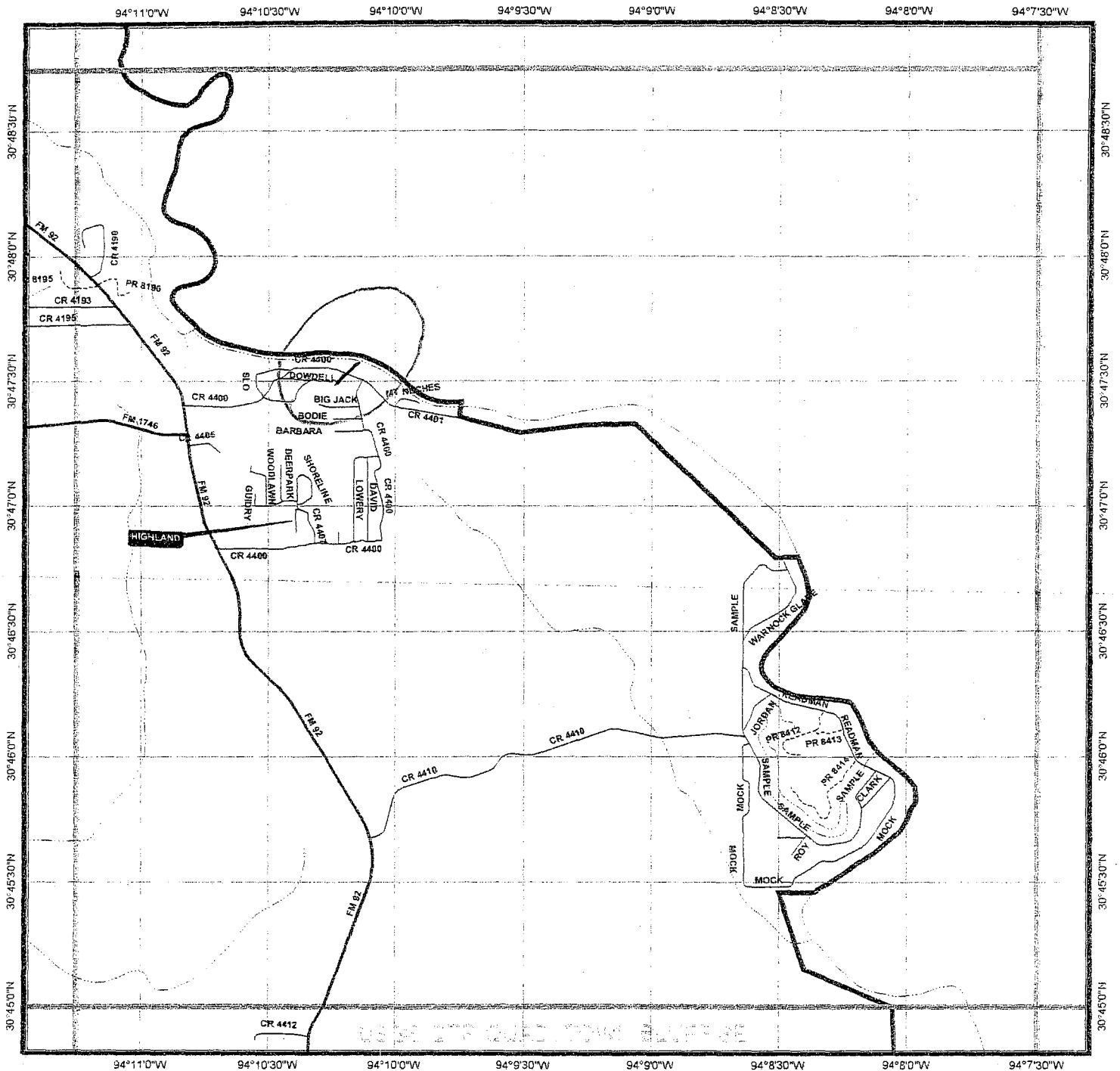
IMPORTANT

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.



29	30	31	32	33	
37	36	39	40		
45	46	47	48	49	50

TYLER COUNTY

Print Date: August 2003

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 3665 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 12 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 3665 approximately 245 feet north of a Private 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 3665 and as nearly as practicable across to a depth so as not interfere with the continued maintenance of County Road 3665, 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 3665 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 3665 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 5th day of October, 2006.

Tyler County Pipeline Extension (name of pipeline)

By: [Signature] ~~(executor)~~ PROJECT ENGINEER

PERMIT GRANTED ON BEHALF OF TYLER COUNTY, TEXAS

By: Joe Marshall

Name: Joe Marshall

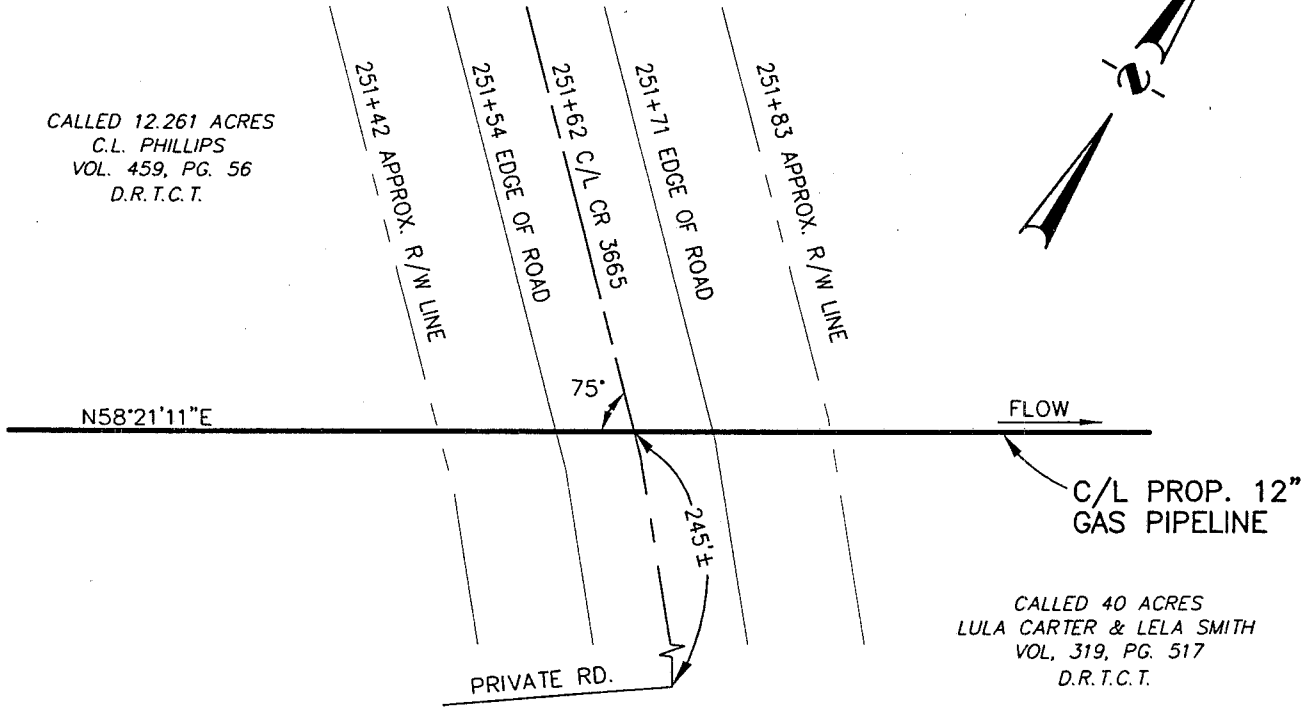
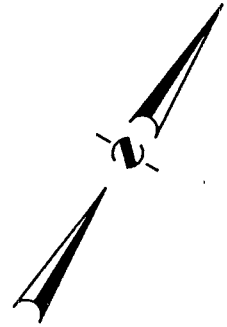
Title: Commissioner #3

Date: October

TYLER COUNTY, TEXAS

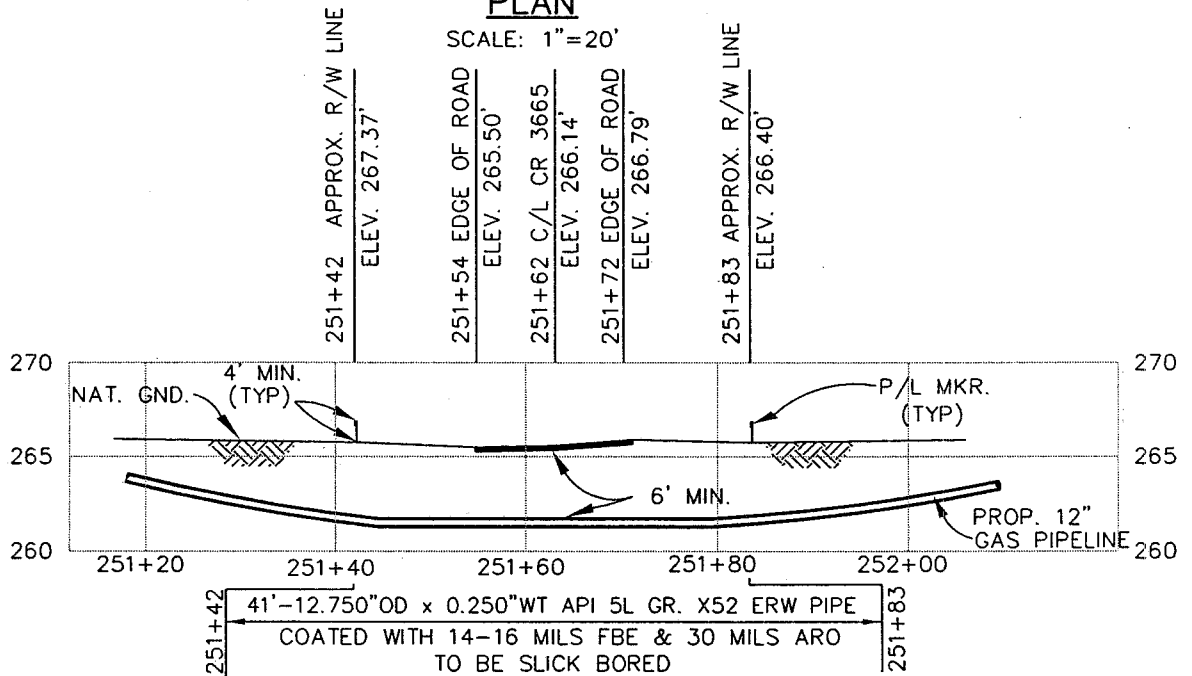
R. WIGGINS SURVEY, A-35

CALLED 12.261 ACRES
C.L. PHILLIPS
VOL. 459, PG. 56
D.R.T.C.T.



PLAN

SCALE: 1" = 20'



PROFILE

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

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

BENCHMARK: CENTER LINE OF ROAD
© STATION 251+62
APPROX. EL. 266.14'
MAOP - 1411 PSIG

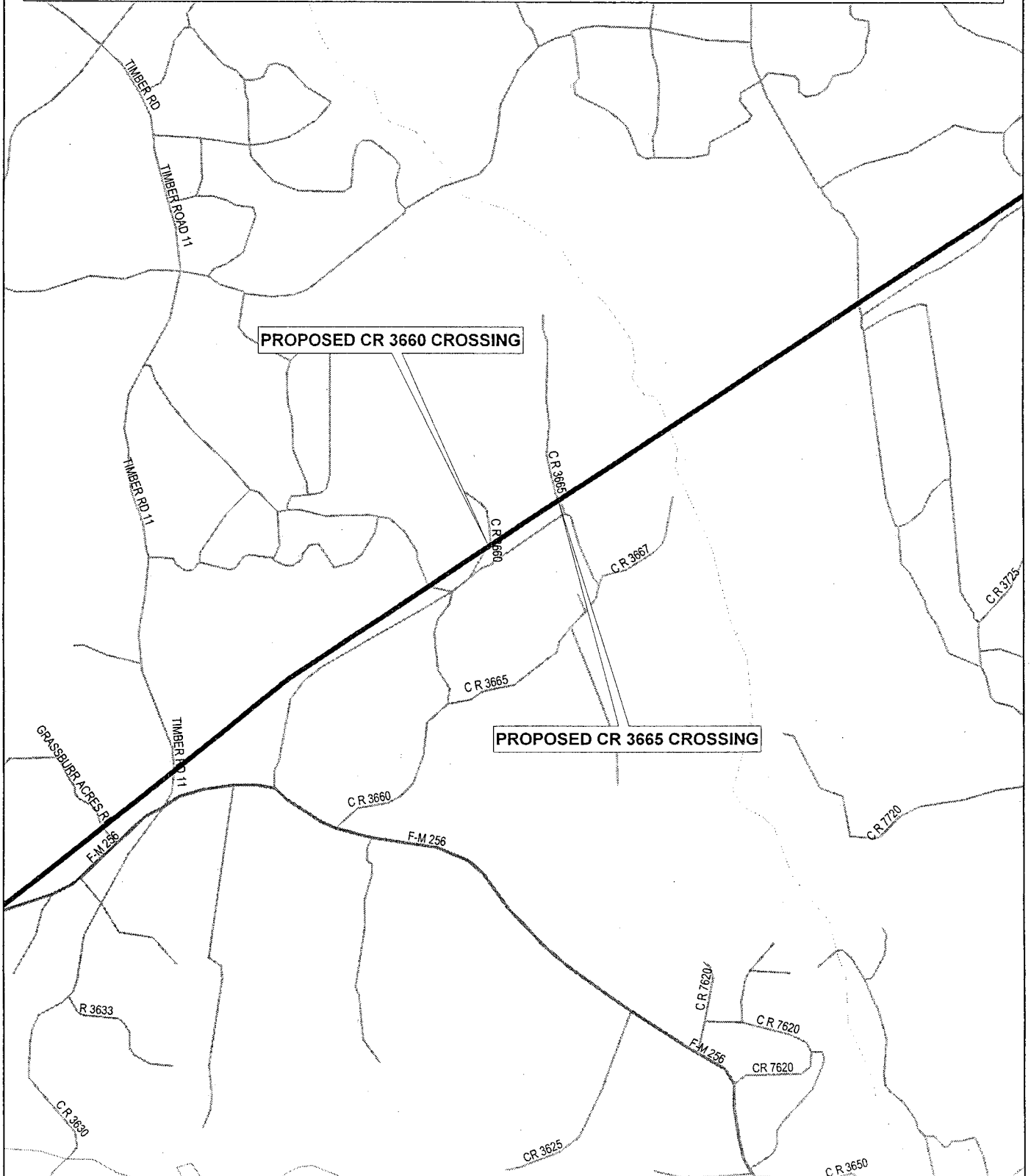
REVISION		
NO	DATE	DESCRIPTION
A	9/21/06	INITIAL REVIEW

SCALE 1" = 20'	
DRAWN AJ	DATE 9/21/06
CHK'D CGS	DATE 9/21/2006
APPROVED	DATE
PRO PLUS JOB NO. 0609	
AFE/P.D.NO.	
CLIENT FILE NO.	
PRO PLUS FILE NO. A06092103	

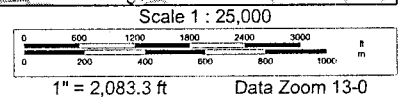
EAGLE ROCK ENERGY SERVICES, L.P.	
TITLE PROPOSED 12" PIPELINE CROSSING COUNTY ROAD 3665 TYLER COUNTY, TEXAS	
NO. A06092103	REV. A

PLOTTED BY: CLA DATE: 9/21/06 TIME: 13:00

Site Map for Proposed 12" Pipeline Crossing CR 3665, Tyler County, Texas



Data use subject to license.
© 2004 DeLorme. XMap® 4.5.
www.delorme.com



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 5, 2006

RE: MAOP Calculations - 12" Natural Gas Pipeline

The following information is provided to document the design of the 12" Natural Gas pipeline for road crossings in Tyler and Jasper Counties, Texas for Eagle Rock Energy Services, L.P.:

Design Criteria

Line Pipe: 12.750" O.D., 0.250" W.T., Grade 5LX-60, 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-60=60,000 psi)

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

D = Nominal outside diameter of pipe, inches (12.750")

E = Seam joint factor (1.0 for ERW pipe)

F = design factor (0.60 for road crossings in Class 1 locations)

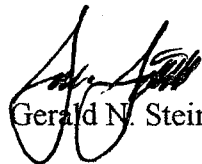
$P = (2 \times 60,000 \times 0.250 / 12.750) \times 1.0 \times 0.60$

P = 1,411 psi

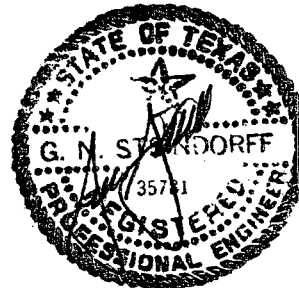
Other Requirements

The pipeline must be hydrostatically tested to a minimum pressure of 1.25 x MAOP or 1.25 x 1,411 psi = 1,764 psi in accordance with 49 CFR 192, Subpart J, and the design pressure of any other component of the pipeline must be at least 1,411 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.



ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 11/30/2005
PRODUCER JOHN L. WORTHAM & SON, L.P. P.O. BOX 1388 HOUSTON, TEXAS 77251-1388 077357-16-1 mdc - hpeacock	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: Steadfast Insurance 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	BOG6591743900	12/01/2005	12/01/2006	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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input checked="" type="checkbox"/> LOC.				PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	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				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/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 TYLER COUNTY 300 WEST BLUFF WOODVILLE, TX 75978	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION (BELOW & SEE REVERSE) 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.
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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.

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.

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 3660 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 12 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 3660 approximately 2,689 feet northeast of a County Road 3665.

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 3660 and as nearly as practicable across to a depth so as not interfere with the continued maintenance of County Road 3660, 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 3660 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 3660** 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 5th day of October, 2006.

Tyler County Pipeline Extension (name of pipeline)

By: [Signature] ~~(executor)~~ **PROJECT ENGINEER**

PERMIT GRANTED ON BEHALF OF TYLER COUNTY, TEXAS

By: Joe Marshall

Name: Joe Marshall

Title: Commissioner #3

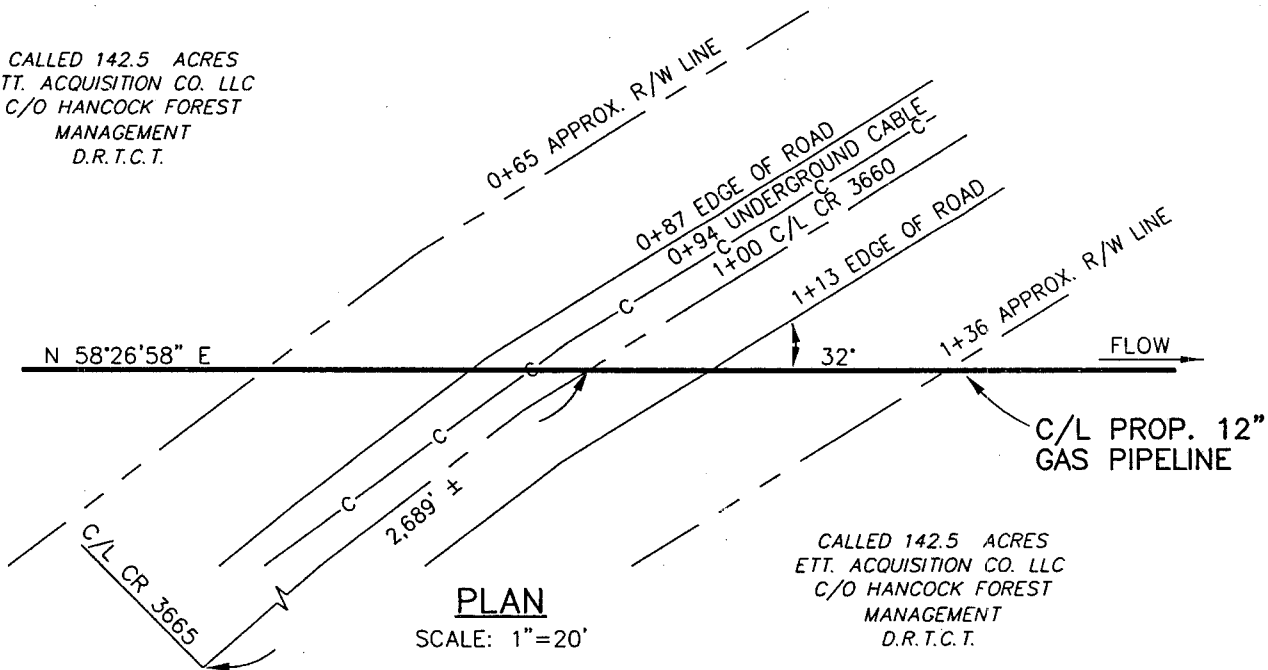
Date: October 13, 2006

TYLER COUNTY, TEXAS

R. WIGGINS SURVEY, A-35



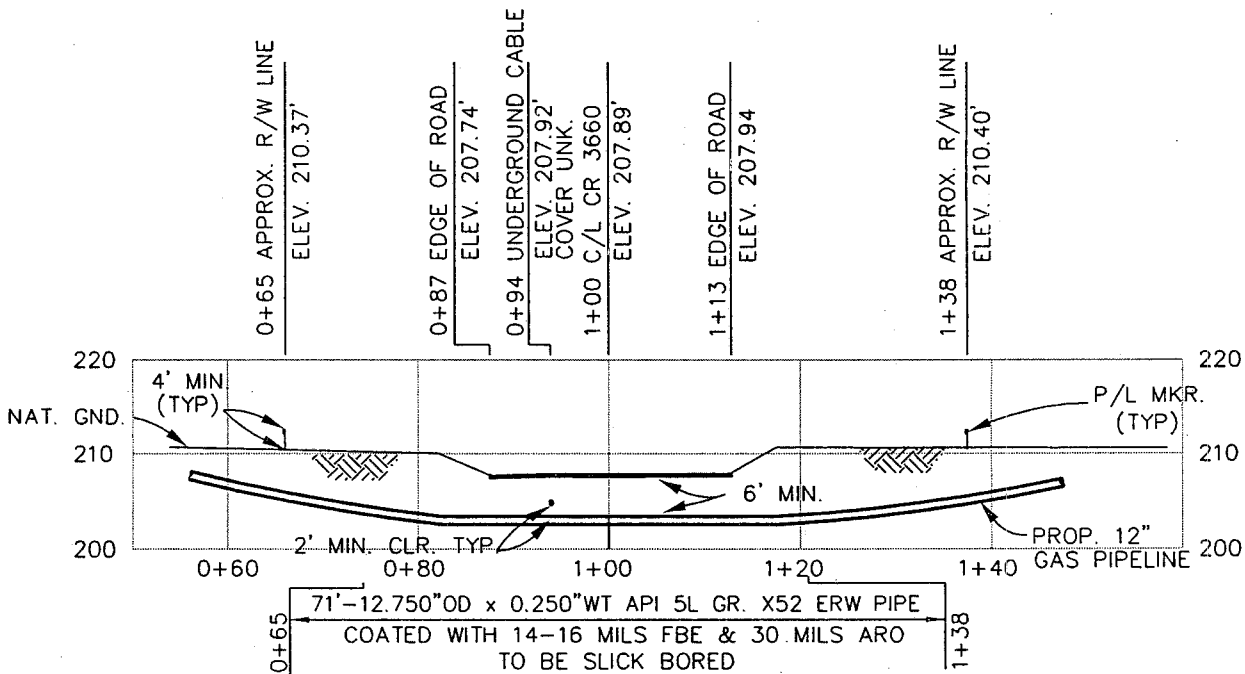
CALLED 142.5 ACRES
ETT. ACQUISITION CO. LLC
C/O HANCOCK FOREST
MANAGEMENT
D.R.T.C.T.



PLAN

SCALE: 1"=20'

CALLED 142.5 ACRES
ETT. ACQUISITION CO. LLC
C/O HANCOCK FOREST
MANAGEMENT
D.R.T.C.T.



PROFILE

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

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

BENCHMARK: CENTER LINE OF ROAD
@ STATION 1+00
APPROX. EL. 207.89'
MAOP - 1411 PSIG

PLOTTED BY: CL.A. DATE: 9/19/06 TIME: 13:00

REVISION		
NO	DATE	DESCRIPTION
A	9/19/06	INITIAL REVIEW

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

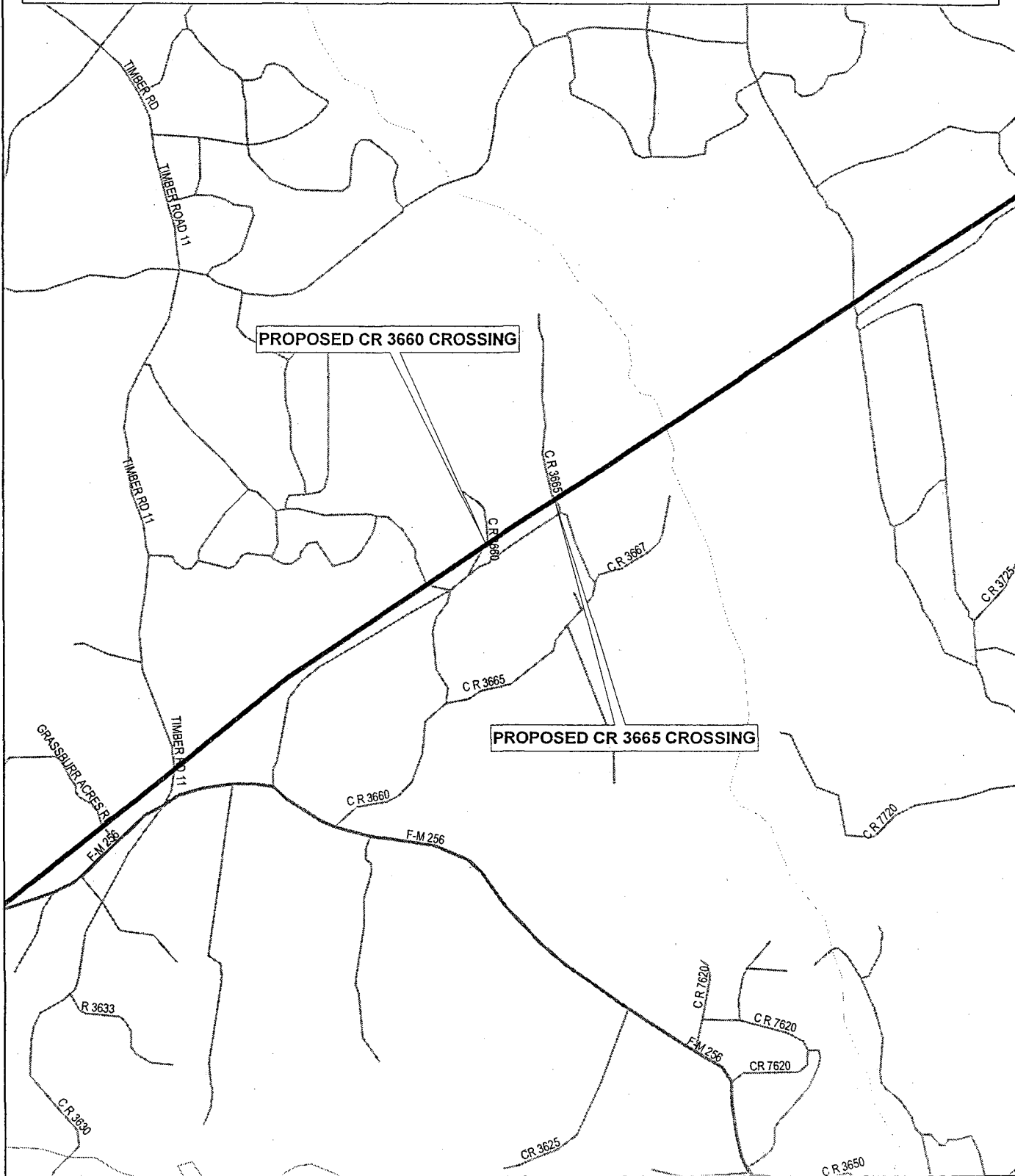
SCALE 1"=20'	
DRAWN AJ	DATE 9/19/06
CHK'D CGS	DATE 9/19/06
APPROVED	DATE
PRO PLUS JOB NO. 0609	
AFE/P.O.ND.	
CLIENT FILE NO.	
PRO PLUS FILE NO. A060921014	

EAGLE ROCK ENERGY SERVICES, L.P.

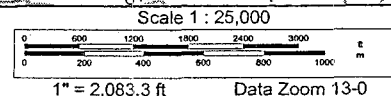
TITLE
**PROPOSED 12" PIPELINE
CROSSING
COUNTY ROAD 3660
TYLER COUNTY, TEXAS**

NO. A06092104	REV. A
-------------------------	------------------

Site Map for Proposed 12" Pipeline Crossing CR 3660, Tyler County, Texas



Data use subject to license.
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www.delorme.com



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 5, 2006

RE: MAOP Calculations - 12" Natural Gas Pipeline

The following information is provided to document the design of the 12" Natural Gas pipeline for road crossings in Tyler and Jasper Counties, Texas for Eagle Rock Energy Services, L.P.:

Design Criteria

Line Pipe: 12.750" O.D., 0.250" W.T., Grade 5LX-60, 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-60=60,000 psi)

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

D = Nominal outside diameter of pipe, inches (12.750")

E = Seam joint factor (1.0 for ERW pipe)

F = design factor (0.60 for road crossings in Class 1 locations)

$P = (2 \times 60,000 \times 0.250 / 12.750) \times 1.0 \times 0.60$

P = 1,411 psi

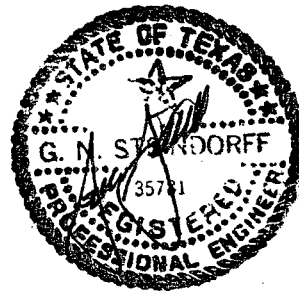
Other Requirements

The pipeline must be hydrostatically tested to a minimum pressure of 1.25 x MAOP or 1.25 x 1,411 psi = 1,764 psi in accordance with 49 CFR 192, Subpart J, and the design pressure of any other component of the pipeline must be at least 1,411 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.



ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 11/30/2005
PRODUCER JOHN L. WORTHAM & SON, L.P. P.O. BOX 1388 HOUSTON, TEXAS 77251-1388 077357-16-1 mdc - headcock	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.	
INSURED EAGLE ROCK ENERGY SERVICES, LP 14950 HEATHROW FOREST PARKWAY SUITE 111 HOUSTON, TX 77032	INSURERS AFFORDING COVERAGE	
	INSURER A: Steadfast Insurance 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	BOG6591743000	12/01/2005	12/01/2006	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 - COMP/OP AGG \$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" 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 EA ACC AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WG STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/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

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.

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 3750 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 12 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 3750 approximately 180 feet northwest of a County Road 3725.

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 3750 and as nearly as practicable across to a depth so as not interfere with the continued maintenance of County Road 3750, 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 3750 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 3750 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 5th day of October, 2006.

Tyler County Pipeline Extension (name of pipeline)

By: [Signature] (executor) PROJECT ENGINEER

PERMIT GRANTED ON BEHALF OF TYLER COUNTY, TEXAS

By: Joe Marshall

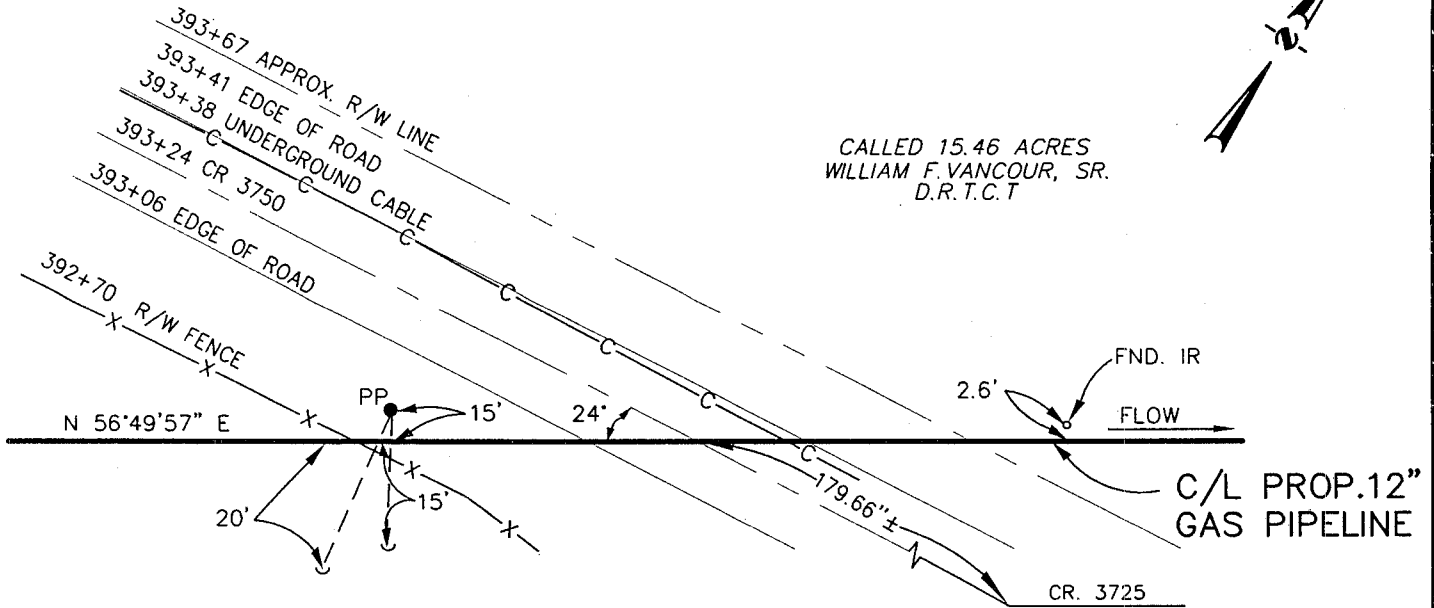
Name: Joe Marshall

Title: Commissioner #3

Date: October 13, 2006

TYLER COUNTY, TEXAS

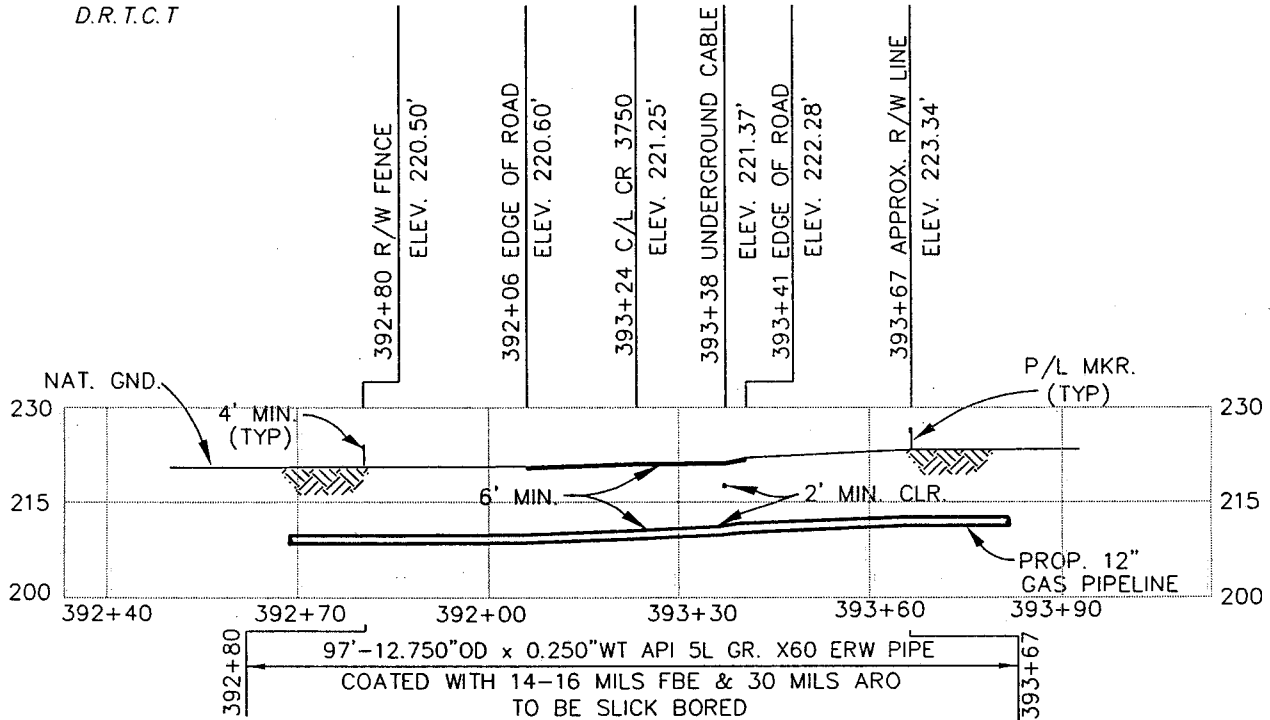
M. HERRERA SURVEY, A-21



PLAN

SCALE: 1"=30'

CALLED 19.453 ACRES
JOHN G. MILLER
D.R.T.C.T



PROFILE

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

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

BENCHMARK: IRON PIPE
2.6' LT @ STATION 393+82
APPROX. EL. 225.34'
MAOP - 1411 PSIG

REVISION		
NO	DATE	DESCRIPTION
A	10/2/06	INITIAL REVIEW

PRO PLUS, INC.

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

SCALE 1"=30'	
DRAWN AJ	DATE 10/2/06
CHK'D CGS	DATE 10/2/06
APPROVED	DATE
PRO PLUS JOB NO. 0609	
AFE/P.O.NO.	
CLIENT FILE NO.	
PRO PLUS FILE NO. A06092105	

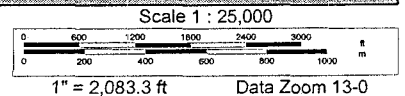
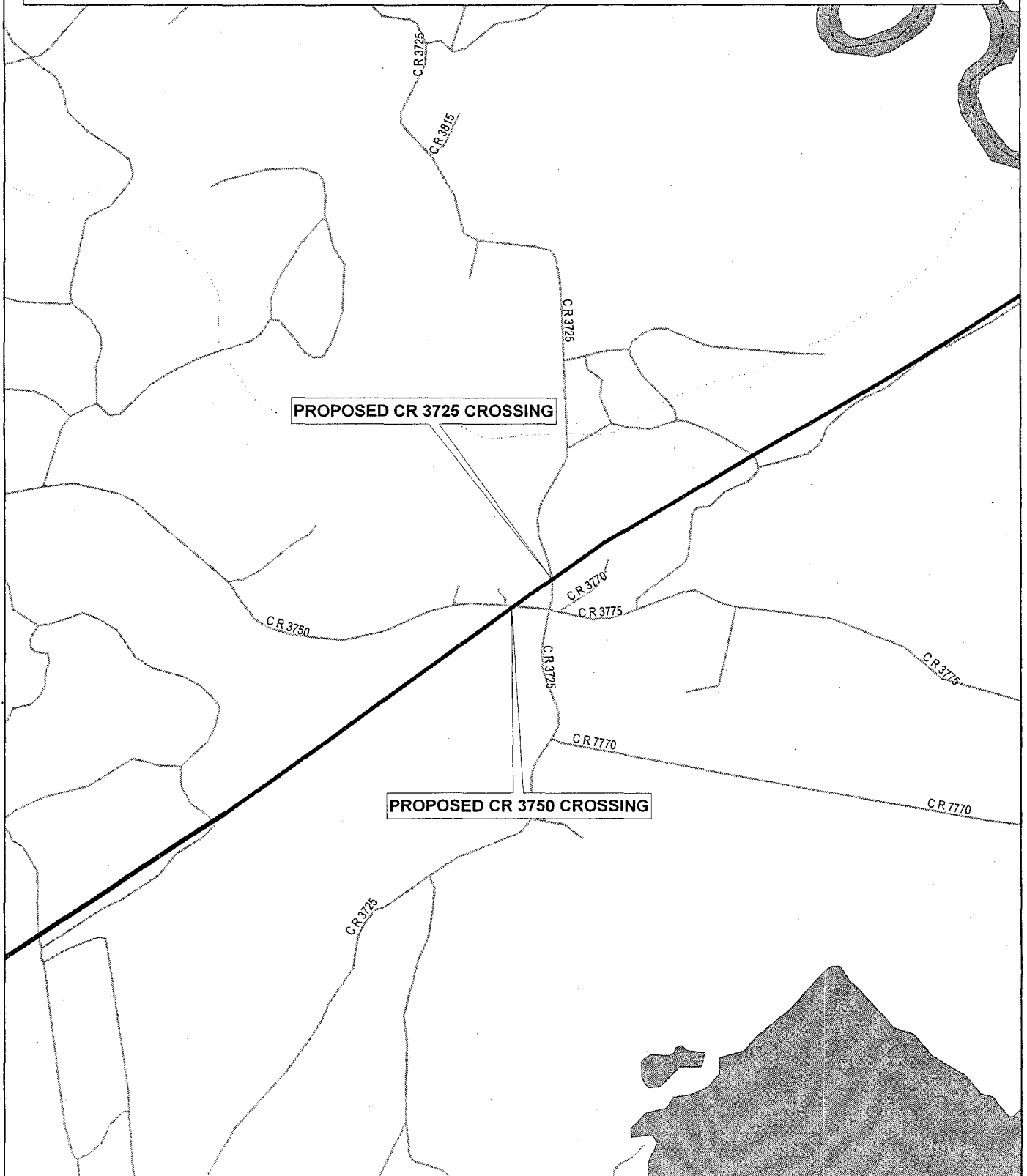
EAGLE ROCK ENERGY SERVICES, L.P.

TITLE
PROPOSED 12" PIPELINE
CROSSING
FM. ROAD 3750
TYLER COUNTY, TEXAS

NO.	A06092105	REV.	A
-----	-----------	------	---

PLOTTED BY: AJ DATE: 10/2/06 TIME: 13:00

Site Map for Proposed 12" Pipeline Crossing CR 3750, Tyler County, Texas



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 5, 2006

RE: MAOP Calculations - 12" Natural Gas Pipeline

The following information is provided to document the design of the 12" Natural Gas pipeline for road crossings in Tyler and Jasper Counties, Texas for Eagle Rock Energy Services, L.P.:

Design Criteria

Line Pipe: 12.750" O.D., 0.250" W.T., Grade 5LX-60, 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-60=60,000 psi)

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

D = Nominal outside diameter of pipe, inches (12.750")

E = Seam joint factor (1.0 for ERW pipe)

F = design factor (0.60 for road crossings in Class 1 locations)

$P = (2 \times 60,000 \times 0.250 / 12.750) \times 1.0 \times 0.60$

P = 1,411 psi

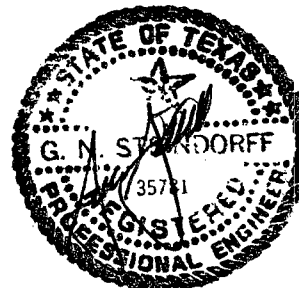
Other Requirements

The pipeline must be hydrostatically tested to a minimum pressure of 1.25 x MAOP or 1.25 x 1,411 psi = 1,764 psi in accordance with 49 CFR 192, Subpart J, and the design pressure of any other component of the pipeline must be at least 1,411 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.



ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 11/30/2005
PRODUCER JOHN L. WORTHAM & SON, L.P. P.O. BOX 1388 HOUSTON, TEXAS 77251-1388 077357-18-1 mdc - hpeadock	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.	
INSURED EAGLE ROCK ENERGY SERVICES, LP 14950 HEATHROW FOREST PARKWAY SUITE 111 HOUSTON, TX 77032	INSURERS AFFORDING COVERAGE	
	INSURER A: Steadfast Insurance 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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	BOG6591743000	12/01/2005	12/01/2006	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 - COMP/OP 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 <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> 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 ENDORSEMENT/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

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.

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 2 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 8,126 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 ^{5th} ~~29~~ day of ^{October} ~~August~~, 2006.

Tyler County Pipeline Extension (name of pipeline)

By:  (executor) PROJECT ENGINEER

PERMIT GRANTED ON BEHALF OF TYLER COUNTY, TEXAS

By: Joe Marshall

Name: Joe Marshall

Title: Commissioner

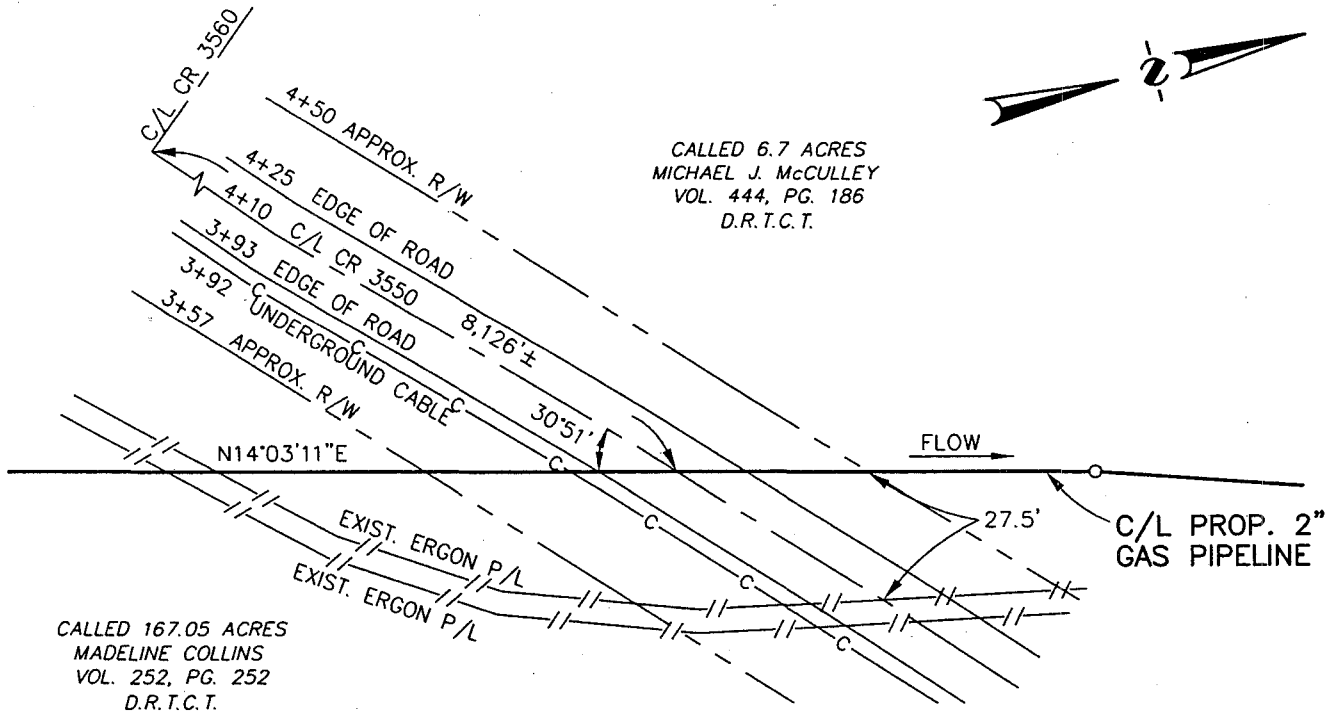
Date: October 13, 2006

TYLER COUNTY, TEXAS

SQUIRE CRUSE SURVEY, A-13



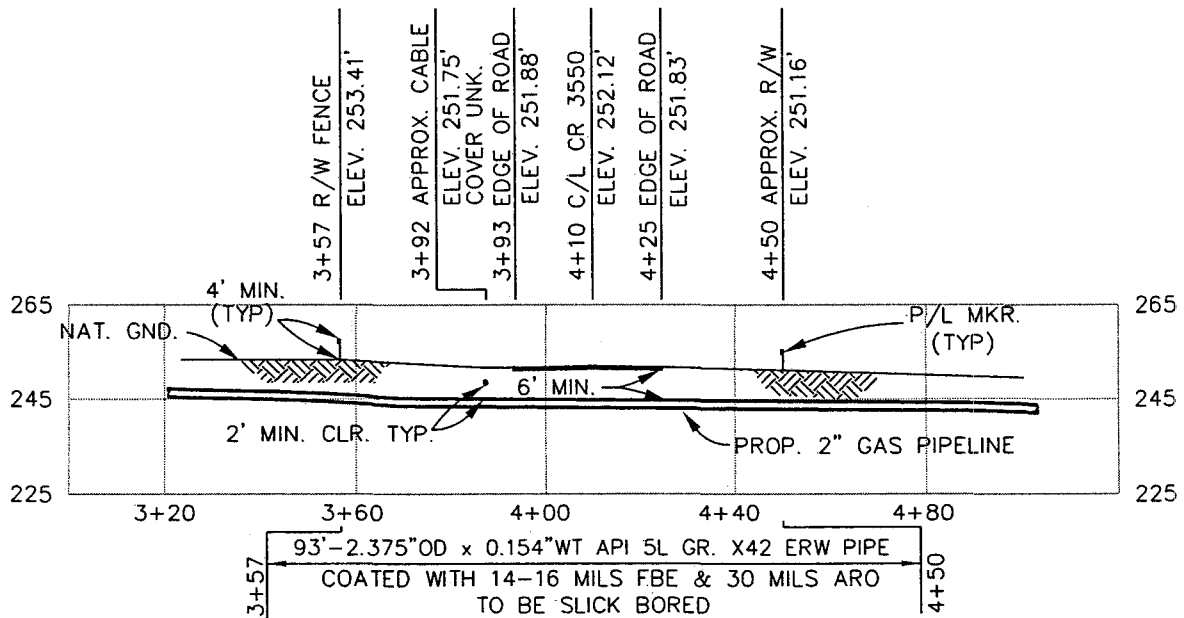
CALLED 6.7 ACRES
MICHAEL J. McCULLEY
VOL. 444, PG. 186
D.R.T.C.T.



CALLED 167.05 ACRES
MADLINE COLLINS
VOL. 252, PG. 252
D.R.T.C.T.

PLAN

SCALE: 1"=40'



PROFILE

SCALE: 1"=40' HORIZ.
SCALE: 1"=40' VERT.

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

BENCHMARK: FOUND IRON ROD
45' RT. @ STATION 6+12
APPROX. EL. 248.71'
MAOP - 1209 PSIG

PLOTTED BY: CLA DATE: 8/28/06 TIME: 13:00

REVISION		
NO	DATE	DESCRIPTION
A	10/5/06	INITIAL REVIEW

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

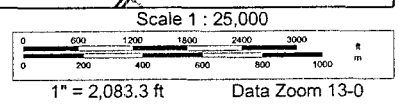
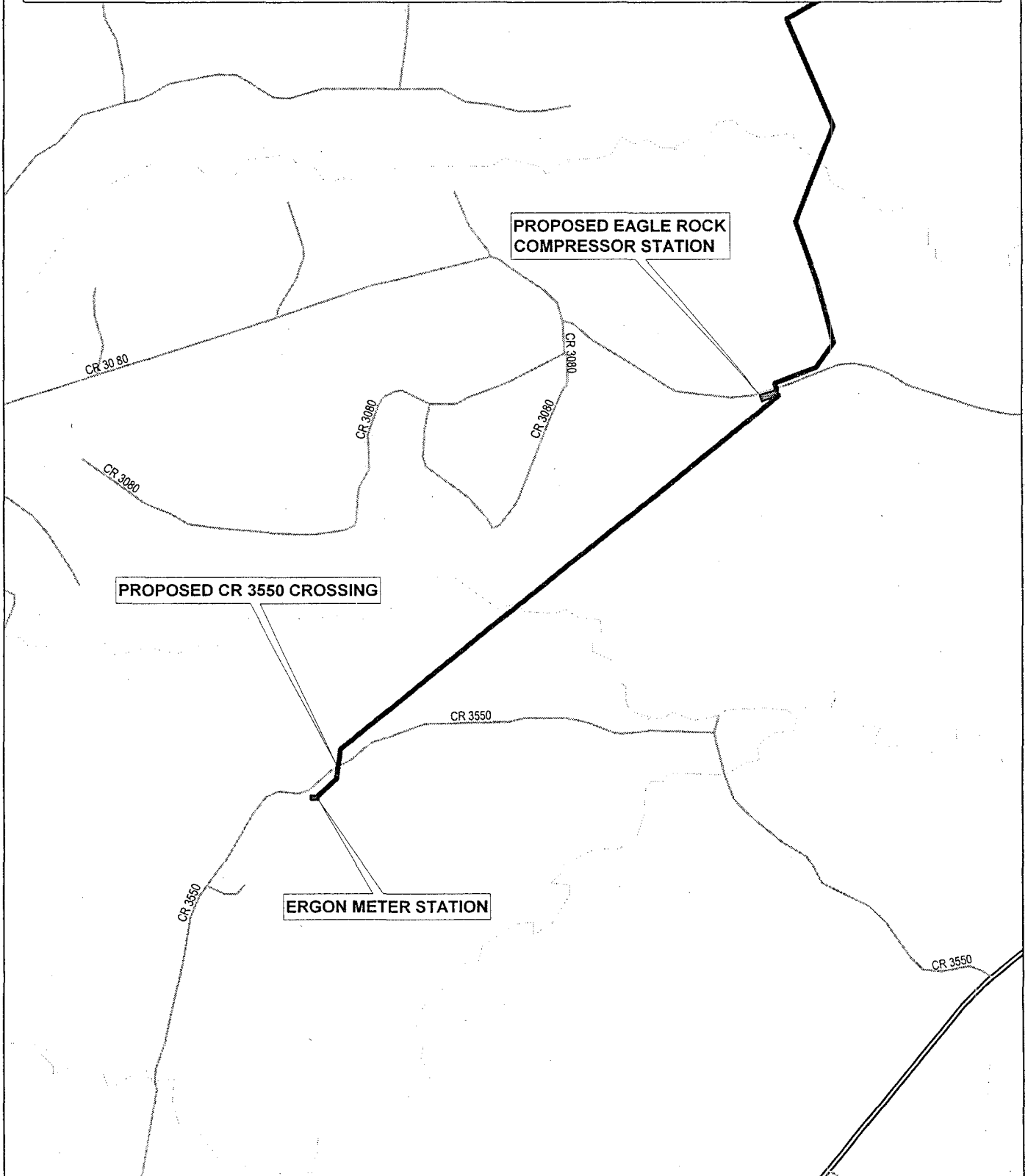
SCALE AS SHOWN	
DRAWN CLA	DATE 10/5/06
CHK'D CGS	DATE 10/5/06
APPROVED	DATE
PRD PLUS JOB NO. 0609	
AFE/P.O.ND.	
CLIENT FILE NO.	
PRD PLUS FILE NO. A06092108	

EAGLE ROCK OPERATING, L.P.

TITLE
**PROPOSED 2" PIPELINE
CROSSING
COUNTY ROAD 3550
TYLER COUNTY, TEXAS**

NO. A06092108	REV. A
-------------------------	------------------

Site Map for Proposed 2" Pipeline Crossing CR 3550, Tyler County, Texas



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 5, 2006

RE: MAOP Calculations - 2" Natural Gas Pipeline

The following information is provided to document the design of the 2" Natural Gas pipeline for road crossings in Tyler County, Texas for Eagle Rock Energy Services, L.P.:

Design Criteria

Line Pipe: 2.375" O.D., 0.154" W.T., Grade 5LX-42, 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-42=42,000 psi)

t = Nominal wall thickness of pipe, inches (0.154")

D = Nominal outside diameter of pipe, inches (2.375")

E = Seam joint factor (1.0 for ERW pipe)

F = design factor (0.60 for road crossings in Class 1 locations)

$P = (2 \times 42,000 \times 0.154 / 2.375) \times 1.0 \times 0.60$

P = 3,268 psi

Note: MAOP limited to 1411 psi by other components of the pipeline.

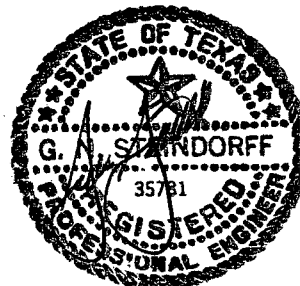
Other Requirements

The pipeline must be hydrostatically tested to a minimum pressure of 1.25 x MAOP or 1.25 x 1,411 psi = 1,764 psi in accordance with 49 CFR 192, Subpart J, and the design pressure of any other component of the pipeline must be at least 1,411 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.



ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 11/30/2005
PRODUCER JOHN L. WORTHAM & SON, L.P. P.O. BOX 1388 HOUSTON, TEXAS 77251-1388 077357-18-1 mdc - hpearcock	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.	
INSURED EAGLE ROCK ENERGY SERVICES, LP 14950 HEATHROW FOREST PARKWAY SUITE 111 HOUSTON, TX 77032	INSURERS AFFORDING COVERAGE	
	INSURER A: Steadfast Insurance 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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	BOG6591743900	12/01/2005	12/01/2006	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 - COMP/OP 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 EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/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 TYLER COUNTY 300 WEST BLUFF WOODVILLE, TX 75979	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION (BELOW & SEE REVERSE) 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.
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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.

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.

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 3725 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 12 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 3725 approximately 95 feet north of a County Road 3750.

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 3725 and as nearly as practicable across to a depth so as not interfere with the continued maintenance of County Road 3725, 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 3725 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 3725** 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 5th day of October, 2006.

Tyler County Pipeline Extension (name of pipeline)

By: [Signature] (executor) PROJECT ENGINEER

PERMIT GRANTED ON BEHALF OF TYLER COUNTY, TEXAS

By: Joe Marshall

Name: Joe Marshall

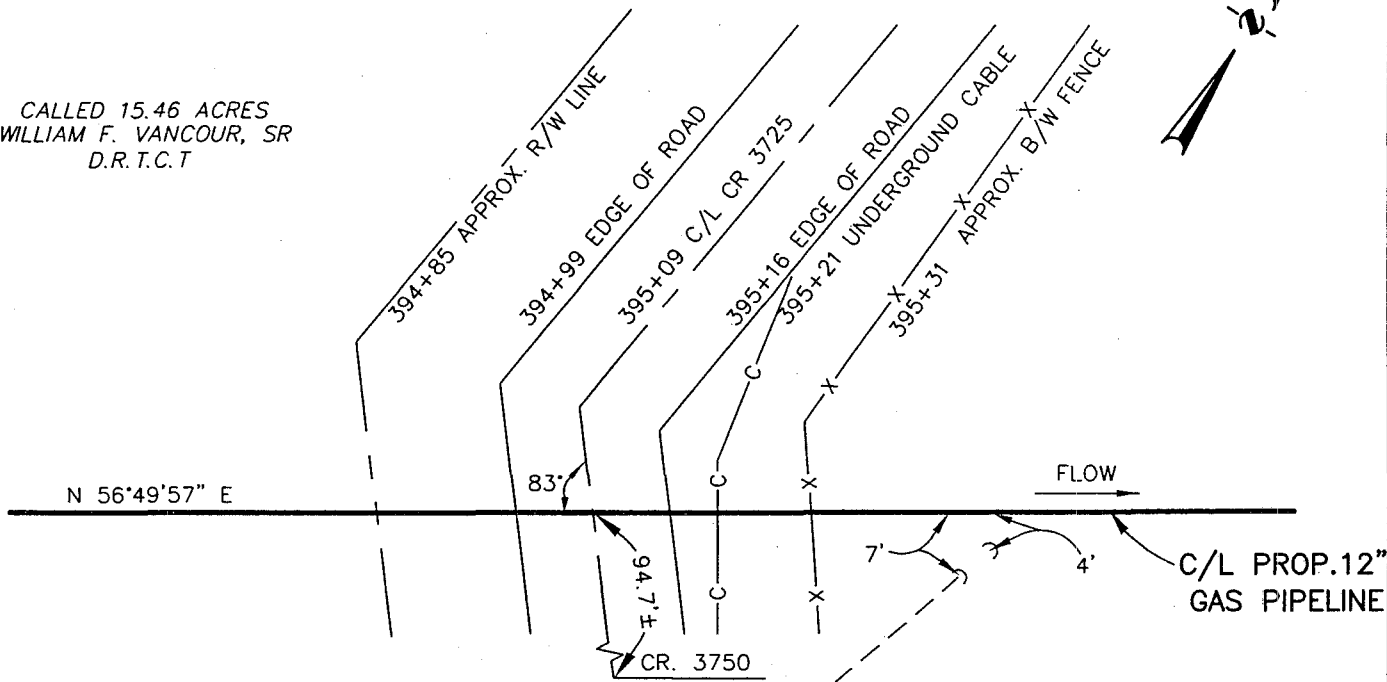
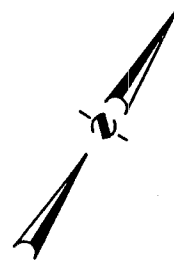
Title: Commissioner #3

Date: October 13, 2006

TYLER COUNTY, TEXAS

M. HERRERA SURVEY, A-21

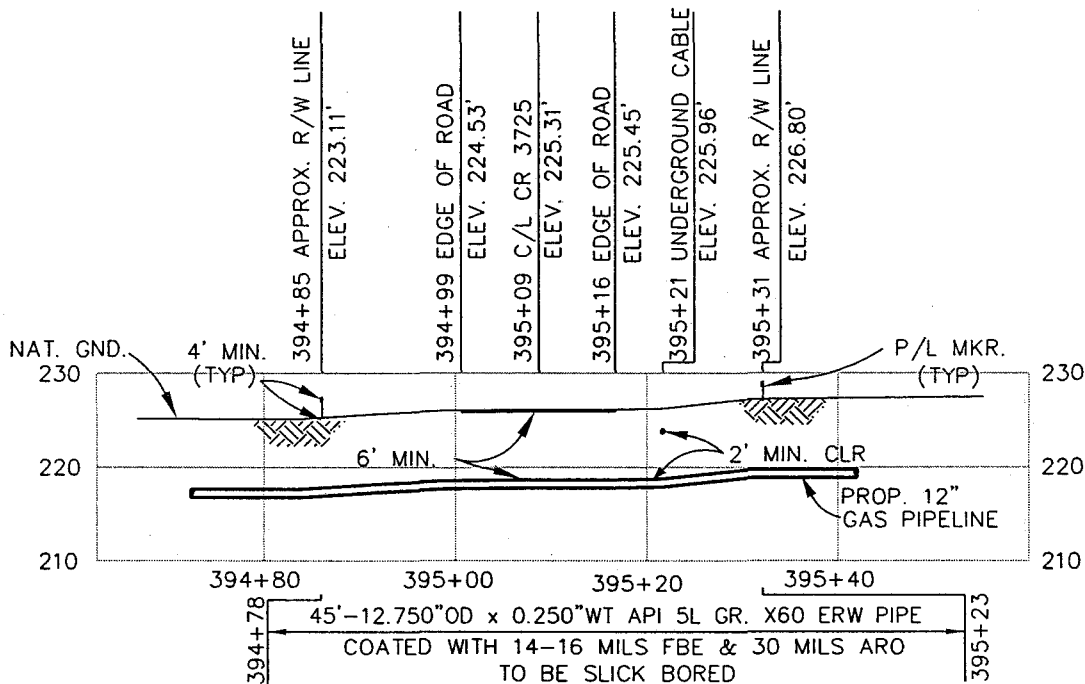
CALLED 15.46 ACRES
WILLIAM F. VANCOUR, SR
D.R.T.C.T



PLAN

SCALE: 1"=20'

CALLED 45.07 ACRES
TEMPLE-INLAND
D.R.T.C.T



PROFILE

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

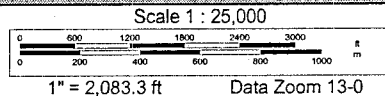
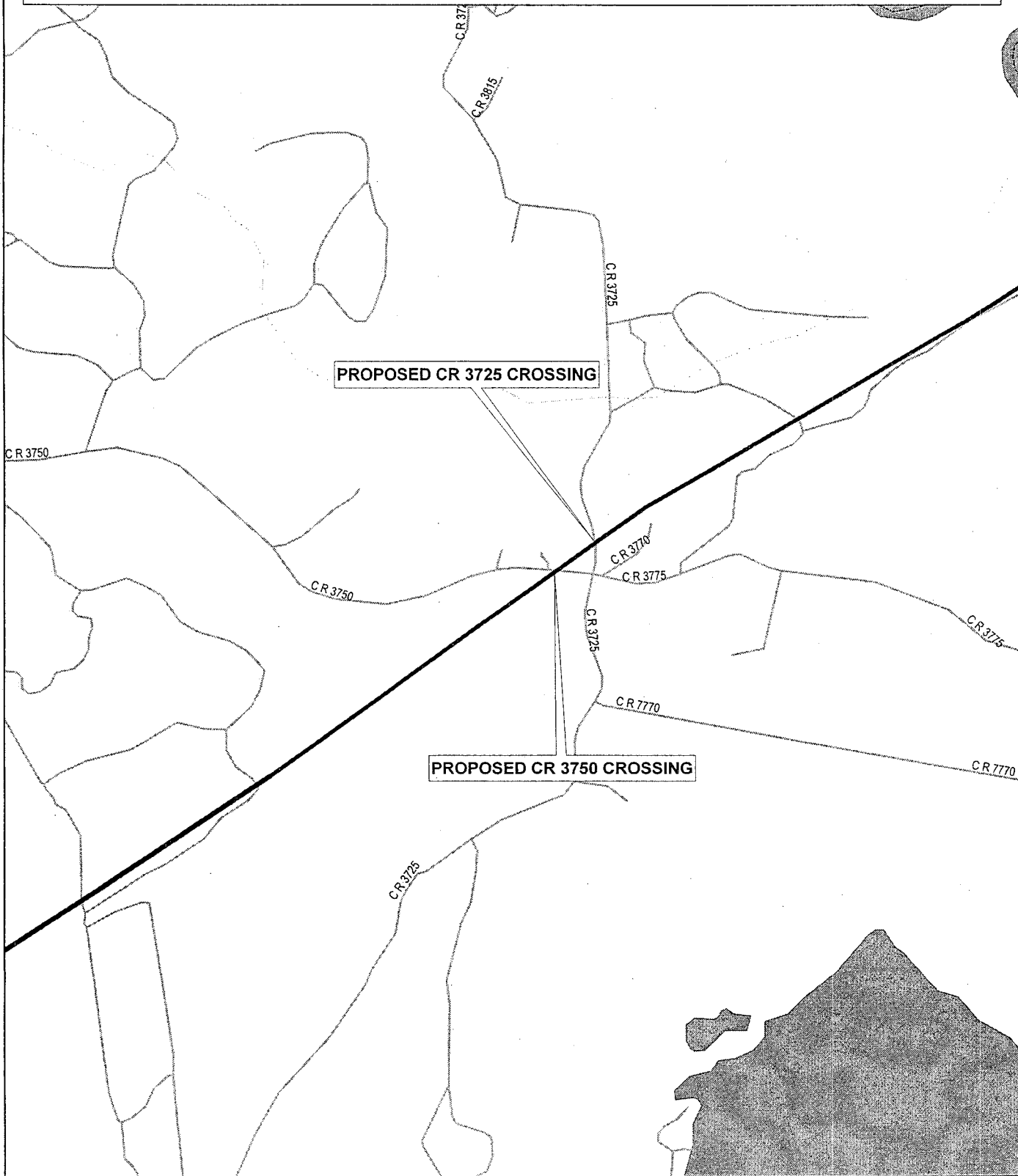
NOTE: CONTRACTOR TO VERIFY
LOCATION OF EXISTING UTILITIES
PRIOR TO CONSTRUCTION.

BASE OF POWER POLE
RT 26'87" @ STATION 395+22
APPROX. EL. 226.21'
MAOP - 1411 PSIG

PLOTTED BY: CL.A DATE: 10/4/06 TIME: 13:00

REVISION			NO	DATE	DESCRIPTION	SCALE 1"=20'		DRAWN AJ	DATE 10/4/06	EAGLE ROCK ENERGY SERVICES, L.P.
NO	DATE	DESCRIPTION				CHK'D CGS	DATE 10/4/2006			
A	10/4/06	INITIAL REVIEW								
PRO PLUS, INC. 11150 S. Wilcrest, Suite 101 Houston, Texas 77099 (281) 568-9200 FAX: (281) 568-9998						APPROVED	DATE	PROPOSED 12" PIPELINE CROSSING COUNTY ROAD 3725 TYLER COUNTY, TEXAS		
						PRO PLUS JOB NO.	0609			
						AFE/P.O.NO.				
						CLIENT FILE NO.				
						PRO PLUS FILE NO.	A06092106			
						NO.	A06092106	REV.	A	

Site Map for Proposed 12" Pipeline Crossing CR 3725, Tyler County, Texas



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 5, 2006

RE: MAOP Calculations - 12" Natural Gas Pipeline

The following information is provided to document the design of the 12" Natural Gas pipeline for road crossings in Tyler and Jasper Counties, Texas for Eagle Rock Energy Services, L.P.:

Design Criteria

Line Pipe: 12.750" O.D., 0.250" W.T., Grade 5LX-60, 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-60=60,000 psi)
t = Nominal wall thickness of pipe, inches (0.250")
D = Nominal outside diameter of pipe, inches (12.750")
E = Seam joint factor (1.0 for ERW pipe)
F = design factor (0.60 for road crossings in Class 1 locations)
 $P = (2 \times 60,000 \times 0.250 / 12.750) \times 1.0 \times 0.60$
P = 1,411 psi

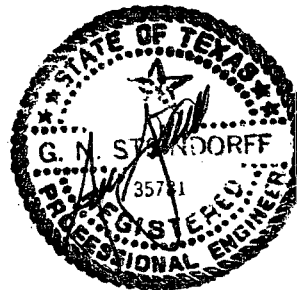
Other Requirements

The pipeline must be hydrostatically tested to a minimum pressure of 1.25 x MAOP or 1.25 x 1,411 psi = 1,764 psi in accordance with 49 CFR 192, Subpart J, and the design pressure of any other component of the pipeline must be at least 1,411 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.



ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 11/30/2005
PRODUCER JOHN L. WORTHAM & SON, L.P. P.O. BOX 1388 HOUSTON, TEXAS 77251-1388 077357-16-1 mdc - hpeacock	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.	
INSURED EAGLE ROCK ENERGY SERVICES, LP 14950 HEATHROW FOREST PARKWAY SUITE 111 HOUSTON, TX 77032	INSURERS AFFORDING COVERAGE	
	INSURER A: Steadfast Insurance 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 TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	BOG6591743900	12/01/2005	12/01/2006	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 - COMP/OP 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 <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/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 TYLER COUNTY 300 WEST BLUFF WOODVILLE, TX 75979	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION (BELOW & SEE REVERSE) 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.
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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.

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.

PROCLAMATION

THE STATE OF TEXAS §

COUNTY OF TYLER §

WHEREAS, Melissa Carson sings for churches of all faiths; and,

WHEREAS, Melissa Carson has sung and does sing for numerous occasions, including the Opera House, Masonic Lodge and Lions Dinners; and,

WHEREAS, Melissa Carson is requested to sing for funerals and weddings; and,

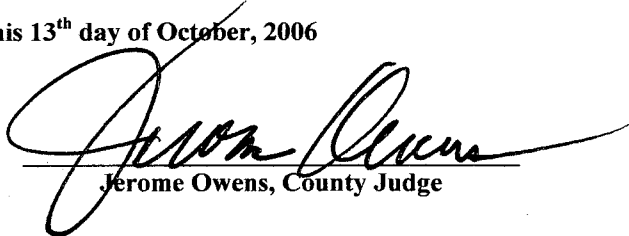
WHEREAS, Melissa Carson has taught many of our community's youth to sing; and

WHEREAS, Melissa Carson does sing for Christmas Celebrations, July 4th Celebrations and other celebrations and ceremonies of importance to the Tyler County Community; and,

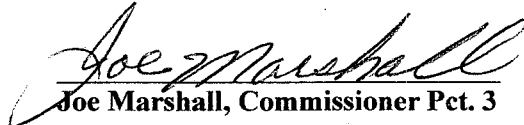
WHEREAS, Melissa Carson generously gives her talent and time to sing for the Gib Lewis State Prison Chaplaincy Department.

NOW THEREFORE BE IT PROCLAIMED by the Commissioners' Court of Tyler County that MELISSA CARSON is proclaimed SINGER OF TYLER COUNTY.

PROCLAIMED this 13th day of October, 2006


Jerome Owens, County Judge


Martin Nash, Commissioner Pct. 1


Joe Marshall, Commissioner Pct. 3


Rusty Hughes, Commissioner Pct. 2


Jack Walston, Commissioner Pct. 4

ATTEST: 
Donece Gregory, County Clerk

