

TYLER COUNTY COMMISSIONERS COURT  
SPECIAL MEETING

November 1, 2006 --- 1:30 p.m.

THE STATE OF TEXAS                      ON THIS THE 1st day of November, 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  
DONECE GREGORY

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

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

JOYCE MOORE                      COUNTY AUDITOR

The County Clerk presented the list of names to fill vacancies of **judges and alternates for polling places**.  
A motion was made by Commissioner Marshall and seconded by Commissioner Nash to appoint the  
following:

Precinct #1	Bernice Cummings	Alternate Judge
Precinct #6	Eldon Soileau	Election Judge
Precinct #6	Shirley Daniels	Alternate Judge
Precinct #17	Bill Gardner	Election Judge
Precinct #17	Isabelle Morrell	Alternate Judge

All voted yes and none no.

Due to the Pro Shop being torn down; and that there was no other public building located in voting precinct  
#6, the County Clerk reported that Eldon Soileau had a large garage that could be used as a polling place.  
A motion was made by **Commissioner Nash** and seconded by **Commissioner Walston** to approve moving  
the polling place of Precinct #6 to 923 Huckleberry street. All voted and none no. Commissioner Nash  
added that signs would be made and placed so that voters in the Wildwood Subdivision could find the new  
site.

A motion was made by **Commissioner Marshall** to approve a **pipeline crossing CR3770**. **Commissioner  
Nash** seconded this motion. All voted yes and none no. SEE ATTACHED

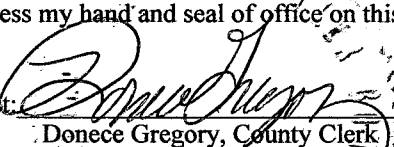
Commissioner Nash motioned the meeting adjourned.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County Commissioners Court, do  
hereby certify to the fact that the above is a true and correct record of the Tyler County Commissioners  
Court session held on November 1, 2006.

Witness my hand and seal of office on this the 1st day of November, 2006.

Attest:

  
Donece Gregory, County Clerk  
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 3770 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 3770 approximately 3,500 feet northeast 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 3770 and as nearly as practicable across to a depth so as not interfere with the continued maintenance of County Road 3770, 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 3770 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 3770** 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 23rd day of October, 2006.

Tyler County Pipeline Extension (name of pipeline)

By:  (Project Manager)

**PERMIT GRANTED ON BEHALF OF TYLER COUNTY, TEXAS**

By: \_\_\_\_\_

Name: Joe Marshall

Title: Commissioner #3

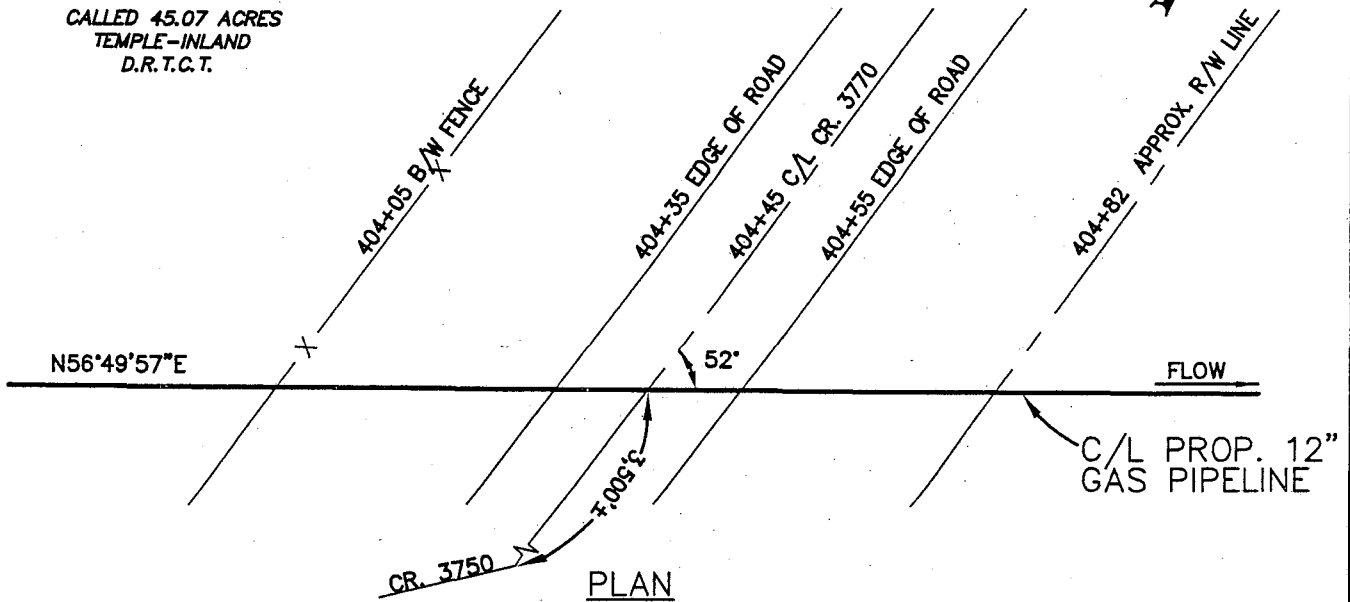
Date: 11-1-06

Railroad Commissioner  
# 0 7373

# TYLER COUNTY, TEXAS

M. HERRERA SURVEY, A-21

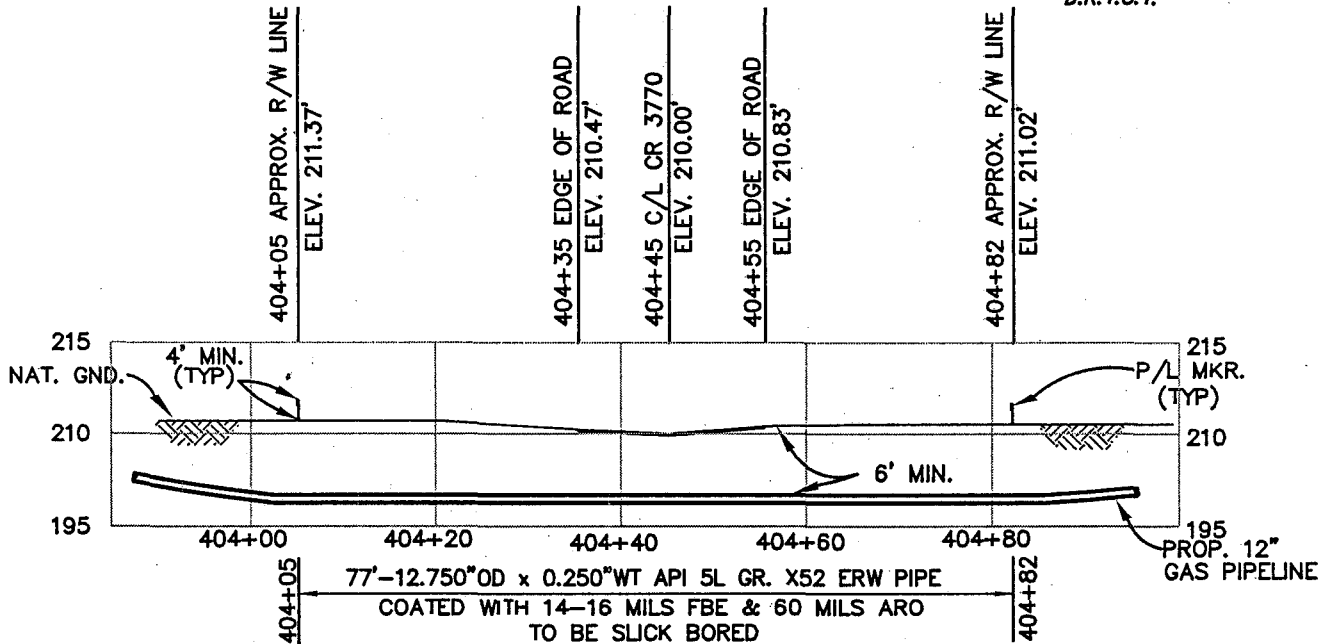
CALLED 45.07 ACRES  
TEMPLE-INLAND  
D.R.T.C.T.



PLAN

SCALE: 1"=20'

CALLED 66.23 ACRES  
JOHN L. ROBERTSON  
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.

BENCHMARK: TEMPORARY BENCH MARK  
45.54' RT @ STATION 404+26  
APPROX. EL. 210.39'  
MAOP - 1411 PSIG

PLOTTED BY: AJ DATE: 10/12/08 TIME: 13:00

REVISION		
NO	DATE	DESCRIPTION
A	10/12/08	INITIAL REVIEW

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

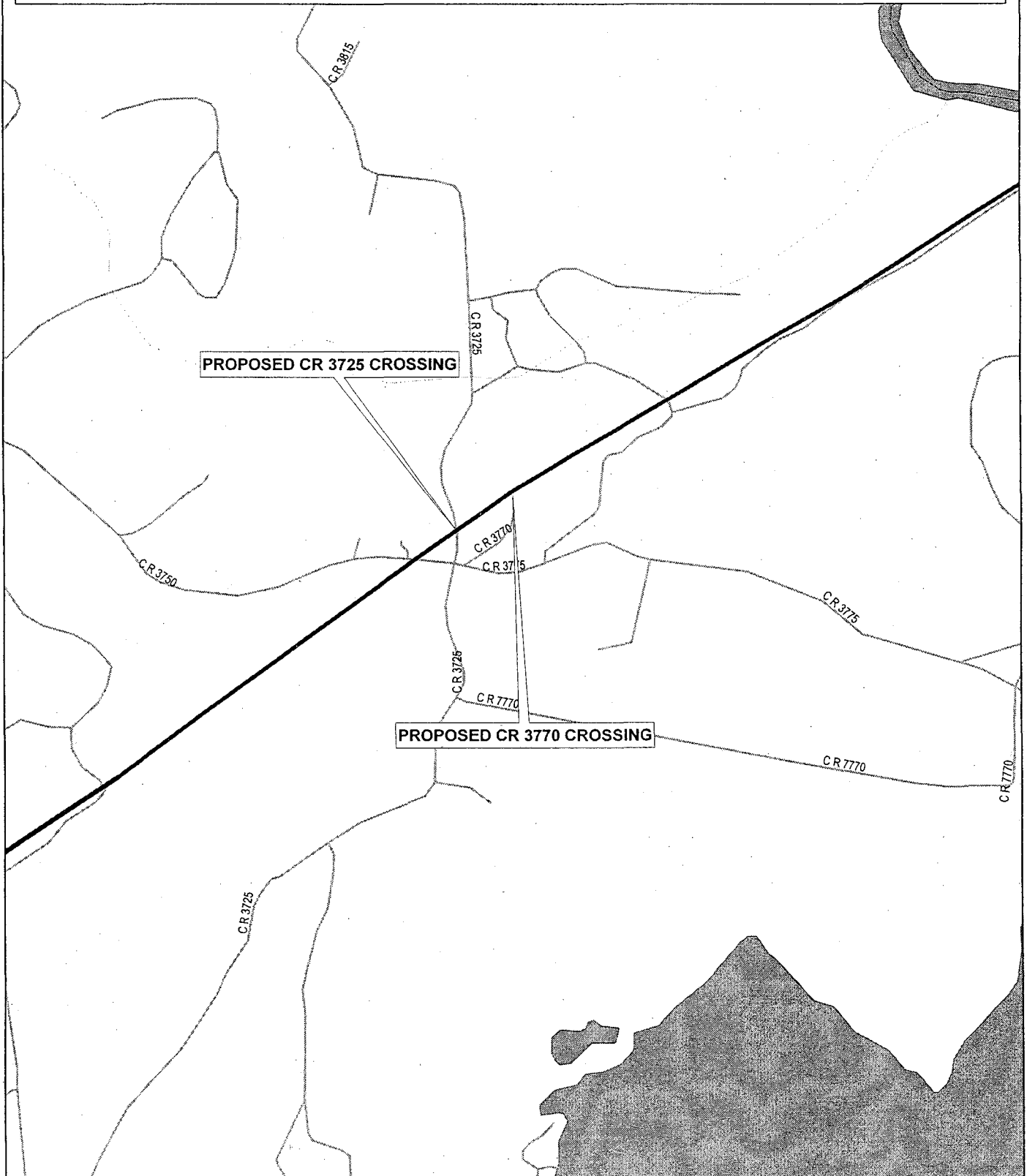
SCALE 1"=20'	
DRAWN	DATE
AJ	10/12/08
CHK'D	DATE
CGS	10/12/08
APPROVED	DATE
PRO PLUS JOB NO.	
	0609
AFE/P.D.ND.	
CLIENT FILE NO.	
PRO PLUS FILE NO.	A06092107

**EAGLE ROCK ENERGY SERVICES, L.P.**

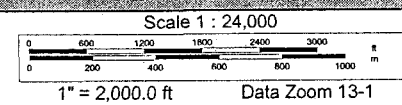
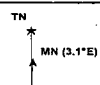
TITLE  
PROPOSED 12" PIPELINE  
CROSSING  
COUNTY ROAD 3770  
TYLER COUNTY, TEXAS

NO.	A06092107	REV.	A
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# Site Map for Proposed 12" Pipeline Crossing County Road 3770, Tyler County, Texas



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www.delorme.com



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
11/30/2005

PRODUCER  
JOHN L. WORTHAM & SON, L.P.  
P.O. BOX 1368  
HOUSTON, TEXAS 77251-1368

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.

077357-16-1 mdc - hpeacock

## 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	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"/> PROJ. <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 - 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 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

ADDITIONAL INSURED; INSURER LETTER:

### CANCELLATION (BELOW & SEE REVERSE)

TYLER COUNTY  
300 WEST BLUFF  
WOODVILLE, TX 75978

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.

# PRO PLUS, INC.

11150 S. Wilcrest Drive  
Suite 101  
Houston, Texas 77099

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

