

TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING
August 31, 2007 ---- 9:00 a.m.

THE STATE OF TEXAS ON THIS THE 31st day of August, 2007 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:

JACQUES L. BLANCHETTE	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:

JERRY DEAN	ASSISTANT COUNTY AUDITOR
SHARON FULLER	COUNTY TREASURER
JOE SMITH	CRIMINAL DISTRICT ATTORNEY
TERRY ALLEN	JUVENILE PROBATION OFFICER

Judge Blanchette delivered the invocation.

A motion was made by Commissioner Nash and seconded by Commissioner Marshall to
table approval of the minutes of July 31 and August 13th and August 17, 2007. All voted
yes and none no.

A motion was made by **Commissioner Nash** and seconded by **Commissioner Walston**
to table approval of commercial lease agreements with Tri-County Community Action,
Jasper Newton County Public Health District and Texas Department of State Health
Services. All voted yes and none no.

A motion was made by **Commissioner Nash** and seconded by **Commissioner Hughes** to
approve commercial lease agreement with Long Leaf Soil and Water Conservation All
voted yes and none no. SEE ATTACHED

Dr. Romona Kellum, District Administrator with Texas Cooperative Extension presented
Shannon Chambers as a candidate for Extension Agent. She will be in the "First Step"
training program in Jasper County until her effective date with the county being October
10, if hired.. **Commissioner Nash** motioned to hire Shannon Chambers as an Extension
Agent for Tyler County. **Commissioner Marshall** seconded the motion. All voted yes
and none no.

A motion was made by **Commissioner Walston** to approve pipeline crossings with
Houston Pipeline on county roads 4600, 4890 and 4895. **Commissioner Marshall**
seconded the motion. All voted yes and none no.

Commissioner Walston motioned to authorize collection of \$1 fee for **Child Safety
Fund fee** to be collected by the **Tyler County Tax office**. **Commissioner Marshall**
seconded this motion. All voted yes and none no. SEE ATTACHED FEE FORM

A motion was made by **Commissioner Nash** to adopt the resolution authorizing Judge
Blanchette to sign contracts, which are approved by the Commissioners' Court and
recorded in the minutes of the court, with the **Texas Department of Family and
Protective Services**; and, to execute the contracts on behalf of the County, as authorized
by the Commissioners' Court. **Commissioner Walston** seconded the motion. All voted
yes and none no. SEE ATTACHED.

Commissioner Walston motioned to approve laying new flooring in the office of the
Assistant Criminal District Attorney's office, Lou Ann Cloy, at no cost to the county.
Ms. Cloy has paid for the flooring at her own expense. **Commissioner Nash** seconded
the motion. All voted yes and none no.

A motion was made by **Commissioner Marshall** to approve a line-item transfer for the **Juvenile Probation** Department as presented by Terry Allen. **Commissioner Walston** seconded the motion. All voted yes and none no. SEE ATTACHED LINE-ITEM TRANSFER.

INFORMATIONAL REPORTS:

Criminal District Attorney- working on completion of construction in the office for safety of his employees

County Treasurer- looking into direct deposit, some employees do not have checking accounts

County Clerk- working on joint election with Warren ISD. School District lines are not the same as voting precincts boundaries therefore worker will need to be trained accordingly. This will appear on the next agenda.

District Clerk- running out of money in the budget for court appointed attorneys Joe Smith pointed out the budgeted amount is a line item, but moneys had been paid in to reimburse some of that deficiency.

Juvenile Probation- Their office is more busy since school started.

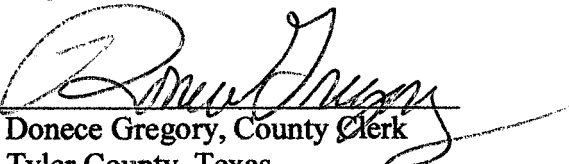
Commissioners- two commissioners will be meeting with the architect for JB Best building

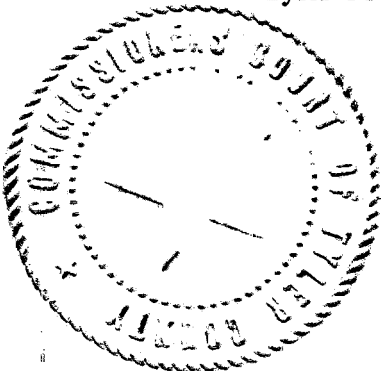
A motion was made by Commissioner Walston and seconded by Commissioner Marshall to adjourn the meeting.

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 August 31, 2007.

Witness my hand and seal of office on this the 31st day of August, 2007.

Attest: 
Donece Gregory, County Clerk
Tyler County, Texas





TYLER COUNTY COMMISSIONERS COURT

August 31, 2007 Tyler County Courthouse, Room 101
9:00 A.M. Woodville, Texas

NOTICE Is hereby given that a *Special Meeting* of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed;

AGENDA

➤ CALL TO ORDER

- Establish quorum
- Invocation

✓ 1. CONSIDER/APPROVE: Commissioners' Court Minutes. – July 31, 2007 (*Special Meeting*); August 13 (*Regular Meeting*); August 17, 2007 (*Special Meeting*)

Handwritten: *Table*
2. CONSIDER/APPROVE: Commercial Lease Agreement between Landlord: Tyler County and Tenant: Tri County Community Action – *Commissioner Martin Nash, Pct. 1*

3. CONSIDER/APPROVE: Commercial Lease Agreement between Landlord: Tyler County and Tenant: Jasper Newton County Public Health District – *Commissioner Martin Nash, Pct. 1*

Handwritten: *Table*
4. CONSIDER/APPROVE: Commercial Lease Agreement between Landlord: Tyler County and Tenant: Long Leaf Soil and Water Conservation – *Commissioner Martin Nash, Pct. 1* 125th pmw

5. CONSIDER/APPROVE: Commercial Lease Agreement between Landlord: Tyler County and Tenant: Texas Department of State Health Services – *Commissioner Martin Nash, Pct. 1*

✓ 6. CONSIDER/APPROVE: Extension Agent Appointment – *Romona B. Kellam EdD, CFCS with Texas Cooperative Extension* SHANNON Chambers cont - Oct. 10

✓ 7. CONSIDER/APPROVE: Permit for proposed pipeline crossing of County Roads 4600; 4890 (two crossings); 4895 in Precinct 4 with Houston Pipeline Co., LP. – *Commissioner Jack Walston, Pct. 4*

✓ 8. CONSIDER/APPROVE: Child Safety Fund Fee of \$1.00. – *Richard Pilon with Texas Department of Transportation*

9. CONSIDER/APPROVE: Texas Department of Family and Protective Services Resolution authorizing Jacques L. Blanchette, and his successors in office, to be signer of contracts approved by Commissioners Court. – *Julia Connor, Contract Manager*

10. CONSIDER/APPROVE: Request permission to lay new flooring in the Assistant Criminal District Attorney's office. – *Lou Ann Cloy, Assistant Criminal District Attorney*

11. CONSIDER/APPROVE: Line item transfers for Juvenile Probation. – *Terry Allen, Juvenile Probation*

12. INFORMATIONAL REPORTS (This item is included on the Agenda to receive announcements from the Court members and/or other Elected Officials and Department Heads of Tyler County.)

➤ ADJOURN


JACQUES L. BLANCHETTE
County Judge

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Tyler County Courthouse at a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Article 6252-17, V.T.C.S.

Executed on August 27 2007

Donece Gregory, Tyler County Clerk

By: Katrina Nelson (Deputy)

NO. _____ TIME 3:10pm

AUG 27 2007

DONECE GREGORY, COUNTY CLERK
TYLER COUNTY, TEXAS

By: Katrina Nelson

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective

August 1, 2007, by and between Tyler County ("Landlord") and

Long Leaf Soil & Water Conservation District, 201 Willow, Suite 202, Woodville, Texas 75979
("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 210 Willow St., STE. __ Woodville, Texas 75979 and legally described as follows (the "Building"): Space # 12 & 13 210 Willow St., Ste. __ Woodville, TX 75979.

Landlord makes available for lease a portion of the Building designated as Suite/s (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an initial term beginning August 1, 2007 and ending August 1, 2008 and said lease shall automatically renew each 1st day of August of every year thereafter. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Either party may cancel the lease at any time as long as 90 days notice is given to the other party. The lease may be canceled at any time, for any reason by either party.

2. Rental.

Tenant shall pay to Landlord during the Initial Term rental of \$125.00 per month.

Payment shall be due in advance of the first day of each rental month to Landlord at Tyler County, 100W. Bluff St., Room 102, Woodville, TX, 75979 or at such other place designated by written notice from Landlord or Tenant.

3. Use

The Leased Premises may be used and occupied by Tenant as a general business office and for Page 1 of 6

no other purpose, providing that Tenant also must comply with all applicable zoning ordinances. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the

Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other party of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

Page 2 of 6

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities.

Tenant shall pay all charges for telephone and other services used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

Page 3 of 6

12. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

13. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord.

14. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

15. Quiet Possession

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

16. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public

Page 4 of 6

authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease

on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building.

18. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Tyler County
100W. Bluff St., Room 102
Woodville, TX 75979

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

19. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

20. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

21. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be
Page 5 of 6

considered in interpreting the meaning of any provision of this Lease.

22. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

23. consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

24. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

25. Choice of Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder as performable in Woodville, Tyler County, Texas.

26. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

in WITNESS WHEREOF, the parties have executed this Lease as of the 1st day of August,
2007.

TENANT:

By: Jamie Davis

Date: 8-27-07

LANDLORD:

Jacques M. Blanchette
Jacques Blanchette
Tyler County Judge

Date: 8/31/07

**PERMIT TO USE TYLER COUNTY ROAD RIGHT - OF - WAY
FOR CONSTRUCTION OF GAS PIPELINE**

Houston Pipeline Company, LP. whose principal address is 800 E. Sonterra Blvd., Suite 400, San Antonio, TX 78258 hereinafter referred to as **Grantee** does hereby apply for a permit to utilize the rights of way of Tyler County Road No. 4890 as hereinafter provided.

I.

Houston Pipeline Company, LP. Is the transporter of natural gas situated in the **B.B.B. & C.R.R.** survey, Abstract No. 144, Tyler County, Texas.

II.

Houston Pipeline Company, LP. will construct, operate and maintain a pipeline not greater than 24" in diameter, to cause the gas produced from the n/a well, located in the n/a Survey, Abstract No. n/a to be delivered to an existing pipeline in the n/a Survey, Abstract No. n/a, Tyler County, Texas. Said pipeline will cross **CR 4890** approximately 945' west of 4985 and 2995' east of **CR. 8894**

III.

Houston Pipeline Company, LP. will construct, operate and maintain the pipeline 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

Houston Pipeline Company, LP. will construct pipeline across county right-of-way **CR 4890** and as nearly as practicable across to a depth so as not to interfere with the continued maintenance of **CR 4890**, which depth is a minimum to be six (6) feet below the county road surface. **Houston Pipeline Company, LP.** will restore the surface to the same condition, or better, as it was prior to the beginning of construction of the pipeline.

V

Houston Pipeline Company, LP. understands and agrees that its use of the rights of way of **CR 4890** shall be limited exclusively to the purpose designated herein and should Tyler County reasonable determine that the pipeline needs to be moved or presents an undue threat to the public safety, **Houston Pipeline Company, LP.** will remove and relocate the pipeline at its sole cost and expense upon thirty (30) days written notification by Tyler County.

VI

Houston Pipeline Company, LP. 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 **negligent** use of the rights-of-way for the construction, operation and maintenance of the pipeline by **Houston Pipeline Company, LP.** **Houston Pipeline Company LP.** 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 filed by any adjacent land owner shall be defended by **Houston Pipeline Company, LP.** and Tyler County shall not be liable or responsible for defending any suit or title to such easement or right of way.

VIII

Houston Pipeline Company, LP. shall provide and post gas line marking and or signs on **CR 4890** and will maintain the up keep of such signs.

IX

Houston Pipeline Company, LP. is required to pay a \$200.00 Administration Fee to the 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, cashier check, or money order.

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

Dated this 22nd day of August, 2007.
Warren to Silsbee 24' Pipeline.

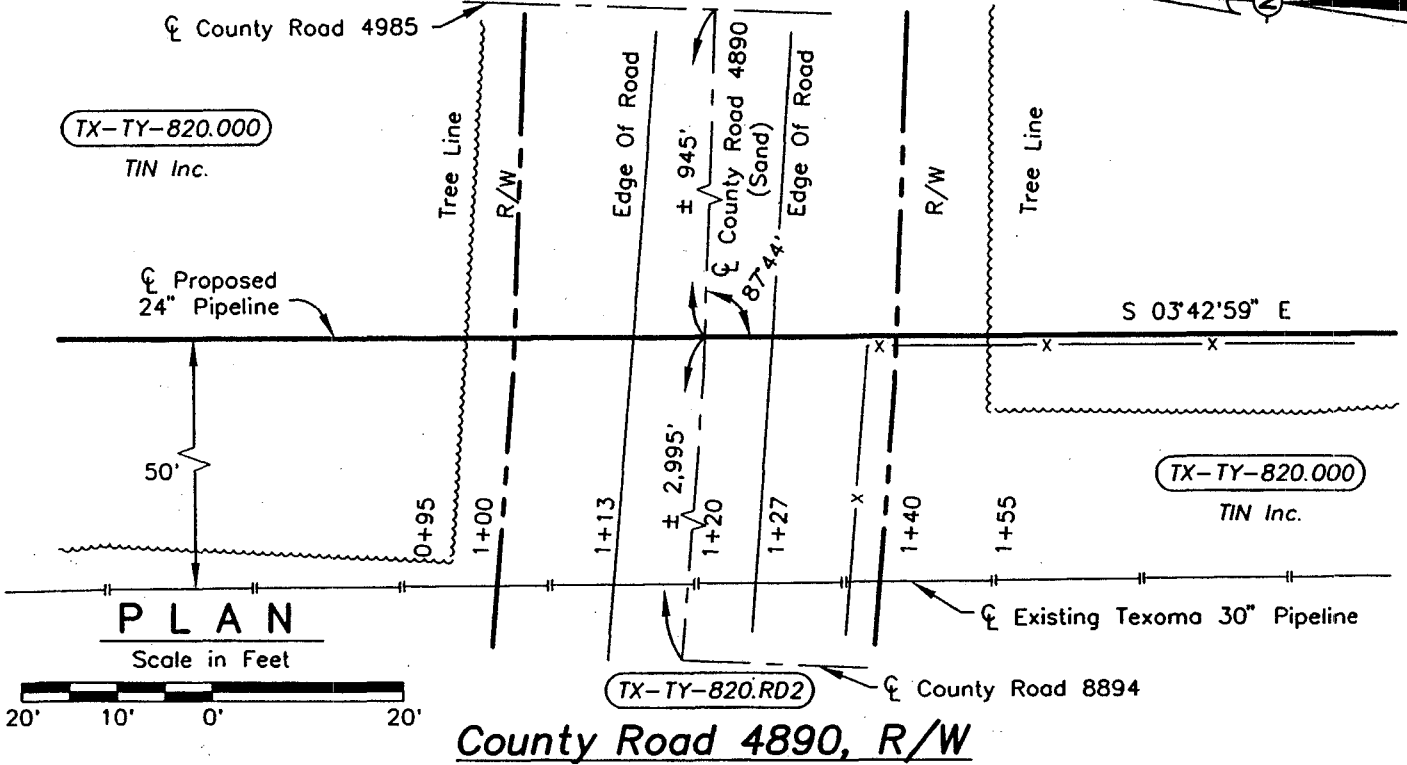
By: [Signature] (Agent)
PERMIT GRANTED ON BEHALF OF TYLER COUNTY, TEXAS

By: HONORABLE TYLER COUNTY JUDGE
By: Jacques L Blanchette (Printed name) JACQUES L. BLANCHETTE
Title: COUNTY JUDGE Date: 08/31/07

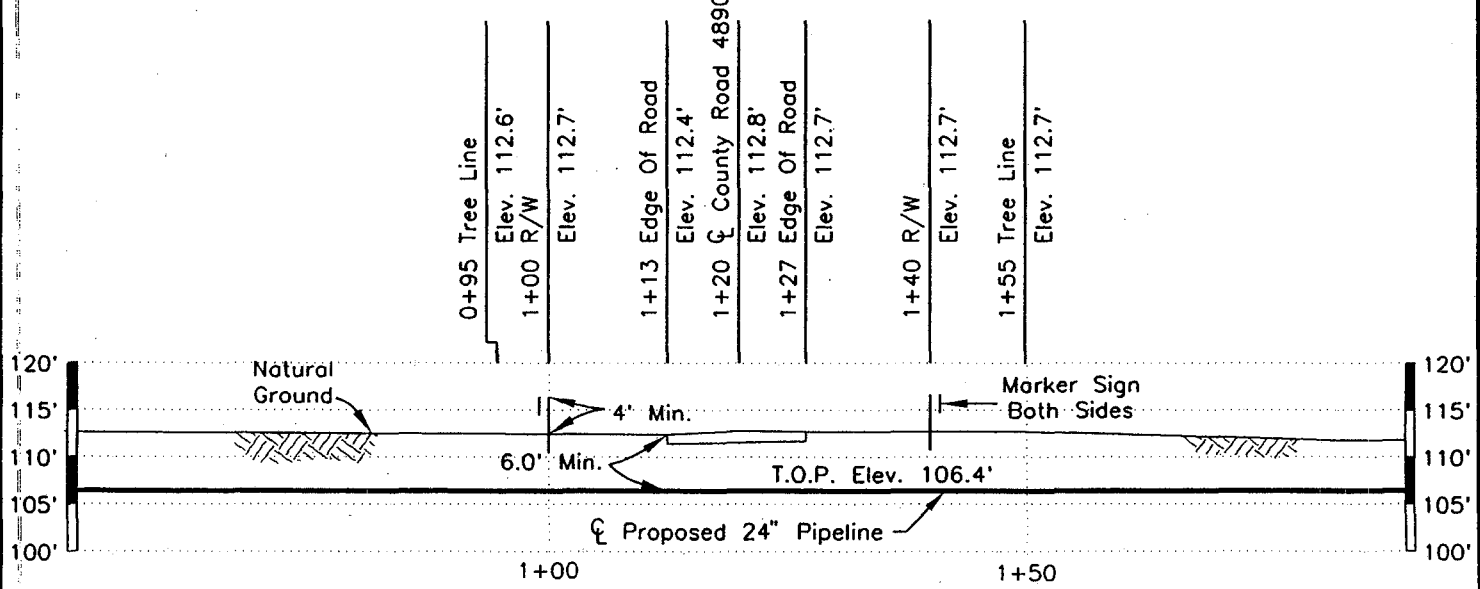
File L				DRAWN G&A/EG	DATE 07/07	SCALE 1"=20'	APPR. BY	CONST. YR. 2007	DRAWING NO. CA-2989-104
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TYLER COUNTY, TEXAS

B. B. B. & C. R. R. SURVEY, A-144

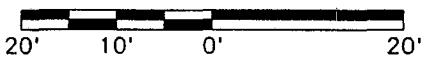


County Road 4890, R/W



PROFILE

Scale In Feet



PIPE SPECIFICATIONS

CARRIER PIPE: 24,000" O.D. x 0.398" W.T.
 API 5L-X70 ERW PIPE
 W/14-16 MILS FBE W/28 MILS ARO
 MAX. OPER. PRESSURE: 1,160 PSIG
 MIN. TEST PRESSURE: 1500 PSIG
 MIN. YIELD STRENGTH: 70,000 PSI

T.B.M. - \odot County Road 4890
 @ Sta. 1+20
 Elev. 112.8'

Note: Pipeline to be Installed by Bore method.

F.B. 4235, Pg. 40

File Date: 08/14/07 11:40 EG 2989104_1 = ZU

P.L./STA.		
ACCT. NO.		
WORK NO.	2989	
REV.	BY	DATE

G GULLETT & ASSOCIATES, INC.
 7705 SOUTH LOOP EAST HOUSTON, TEXAS
 (713) 644-3219

**PROPOSED TRUNKLINE
 24" LATERAL
 UNDER
 COUNTY ROAD 4890, R/W
 TYLER COUNTY, TEXAS**

**ENERGY TRANSFER
 HOUSTON
 PIPELINE
 COMPANY, L.P.**

DRAWN	DATE	SCALE	APPR. BY	CONST. YR.
G&A/EG	07/07	1"=20'		2007

PREVIOUS DWG. NO.
 DRAWING NO. CA-2989-104

**PERMIT TO USE TYLER COUNTY ROAD RIGHT - OF - WAY
FOR CONSTRUCTION OF GAS PIPELINE**

Houston Pipeline Company, LP. whose principal address is 800 E. Sonterra Blvd., Suite 400, San Antonio, TX 78258 hereinafter referred to as **Grantee** does hereby apply for a permit to utilize the rights of way of Tyler County Road No. 4890 as hereinafter provided.

I.

Houston Pipeline Company, LP. Is the transporter of natural gas situated in the **B.B.B. & C.R.R.** survey, Abstract No. 144, Tyler County, Texas.

II.

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III.

Houston Pipeline Company, LP. will construct, operate and maintain the pipeline 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

Houston Pipeline Company, LP. will construct pipeline across county right-of-way **CR 4890** and as nearly as practicable across to a depth so as not to interfere with the continued maintenance of **CR 4890**, which depth is a minimum to be six (6) feet below the county road surface. **Houston Pipeline Company, LP.** will restore the surface to the same condition, or better, as it was prior to the beginning of construction of the pipeline.

V

Houston Pipeline Company, LP. understands and agrees that its use of the rights of way of **CR 4890** shall be limited exclusively to the purpose designated herein and should Tyler County reasonable determine that the pipeline needs to be moved or presents an undue threat to the public safety, **Houston Pipeline Company, LP.** will remove and relocate the pipeline at its sole cost and expense upon thirty (30) days written notification by Tyler County.

VI

Houston Pipeline Company, LP. 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 **negligent** use of the rights-of-way for the construction, operation and maintenance of the pipeline by **Houston Pipeline Company, LP.** **Houston Pipeline Company LP.** 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.

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

Dated this 22nd day of August, 2007.
Warren to Silsbee 24" Pipeline.

By: [Signature] (Agent)
PERMIT GRANTED ON BEHALF OF TYLER COUNTY, TEXAS

By: HONORABLE TYLER COUNTY JUDGE

By: Jacques L. Blanchette (Printed name) JACQUES L. BLANCHETTE

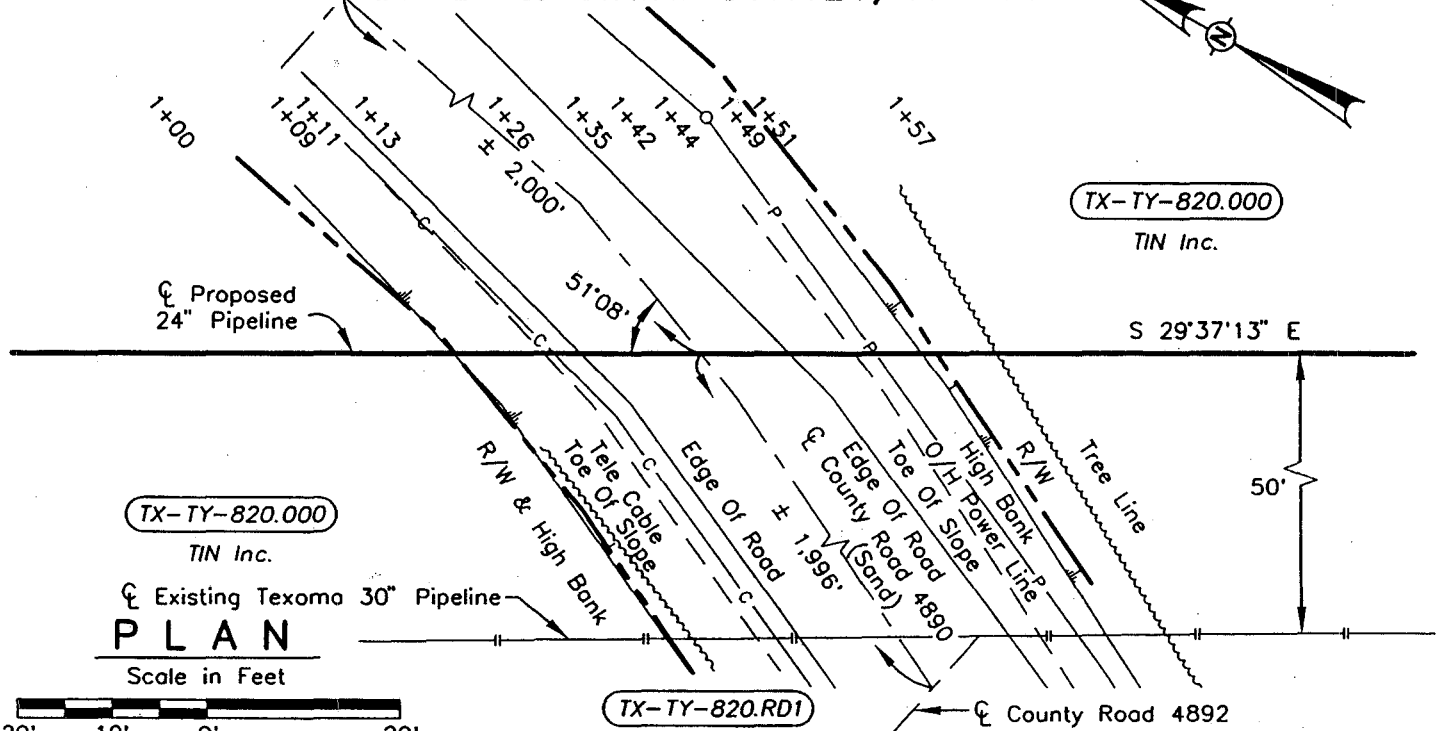
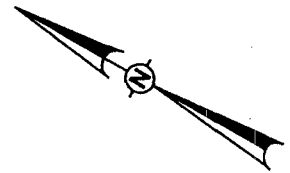
Title: COUNTY JUDGE

Date: 08/31/07

TYLER COUNTY, TEXAS

FM Road 1943

B.B.B. & C.R.R. SURVEY, A-144



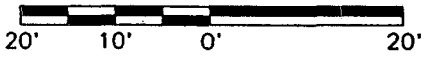
TX-TY-820.000

TIN Inc.

Existing Texoma 30" Pipeline

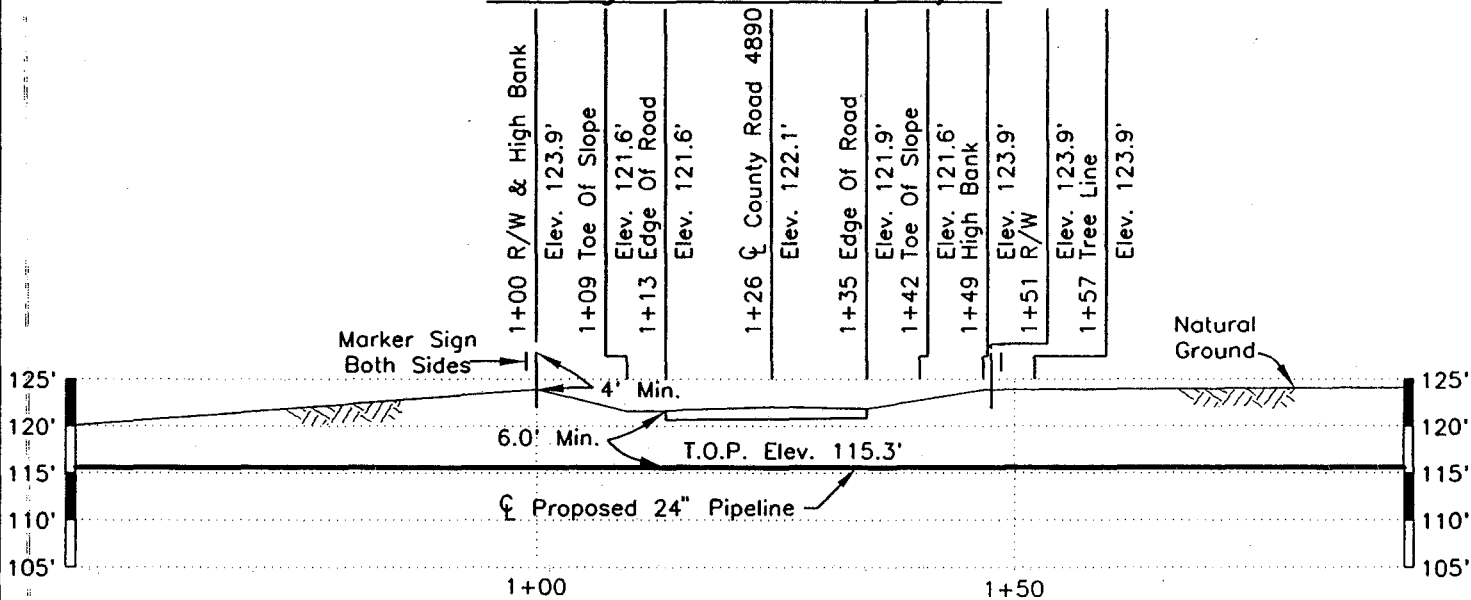
PLAN

Scale in Feet



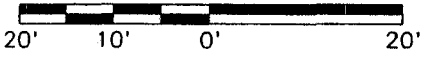
TX-TY-820.RD1

County Road 4890, R/W



PROFILE

Scale in Feet



PIPE SPECIFICATIONS

CARRIER PIPE: 24.000" O.D. x 0.398" W.T.
 API 5L-X70 ERW PIPE
 W/14-16 MILS FBE W/28 MILS ARO
 MAX. OPER. PRESSURE: 1,160 PSIG
 MIN. TEST PRESSURE: 1500 PSIG
 MIN. YIELD STRENGTH: 70,000 PSI

F.B. 4235, Pg. 38

Note: Pipeline to be Installed by Bore method.

File Date: 08/14/07 11:40 EG 2989103_1=20

P.L./STA. ACCT. NO.		
WORK NO. 2989		
REV.	BY	DATE

GULLETT & ASSOCIATES, INC.
 7705 SOUTH LOOP EAST HOUSTON, TEXAS
 (713) 644-3210

**PROPOSED TRUNKLINE
 24" LATERAL
 UNDER
 COUNTY ROAD 4890, R/W
 TYLER COUNTY, TEXAS**

**ENERGY TRANSFER
 HOUSTON
 PIPELINE
 COMPANY, L.P.**

DRAWN G&A/EG	DATE 07/07	SCALE 1"=20'	APPR. BY	CONST. YR. 2007
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PREVIOUS DWG. NO.
 DRAWING NO. **CA-2989-103**

**PERMIT TO USE TYLER COUNTY ROAD RIGHT - OF - WAY
FOR CONSTRUCTION OF GAS PIPELINE**

Houston Pipeline Company, LP. whose principal address is 800 E. Sonterra Blvd., Suite 400, San Antonio, TX 78258 hereinafter referred to as **Grantee** does hereby apply for a permit to utilize the rights of way of Tyler County Road No. 4600 as hereinafter provided.

I.

Houston Pipeline Company, LP. Is the transporter of natural gas situated in the **J. N. Phelps** survey, Abstract No. 746, Tyler County, Texas.

II.

Houston Pipeline Company, LP. will construct, operate and maintain a pipeline not greater than 24" in diameter, to cause the gas produced from the n/a well, located in the n/a Survey, Abstract No. n/a to be delivered to an existing pipeline in the n/a Survey, Abstract No. n/a, Tyler County, Texas. Said pipeline will cross **CR 4600** approximately 142' East of **CR 4605**.

III.

Houston Pipeline Company, LP. will construct, operate and maintain the pipeline 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

Houston Pipeline Company, LP. will construct pipeline across county right-of-way **CR 4600** and as nearly as practicable across to a depth so as not to interfere with the continued maintenance of **CR 4600**, which depth is a minimum to be six (6) feet below the county road surface. **Houston Pipeline Company, LP.** will restore the surface to the same condition, or better, as it was prior to the beginning of construction of the pipeline.

V

Houston Pipeline Company, LP. understands and agrees that its use of the rights of way of **CR 4600** shall be limited exclusively to the purpose designated herein and should Tyler County reasonable determine that the pipeline needs to be moved or presents an undue threat to the public safety, **Houston Pipeline Company, LP.** will remove and relocate the pipeline at its sole cost and expense upon thirty (30) days written notification by Tyler County.

VI

Houston Pipeline Company, LP. 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 **negligent** use of the rights-of-way for the construction, operation and maintenance of the pipeline by **Houston Pipeline Company, LP.** **Houston Pipeline Company LP.** 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 filed by any adjacent land owner shall be defended by **Houston Pipeline Company, LP.** and Tyler County shall not be liable or responsible for defending any suit or title to such easement or right of way.

VIII

Houston Pipeline Company, LP. shall provide and post gas line marking and or signs on **CR 4600** and will maintain the up keep of such signs.

IX

Houston Pipeline Company, LP. is required to pay a \$200.00 Administration Fee to the 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, cashier check, or money order.

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

Dated this 22nd day of August, 2007.
Warren to Silsbee (24") Pipeline.

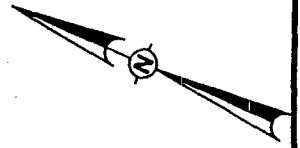
By: [Signature] (Agent)
PERMIT GRANTED ON BEHALF OF TYLER COUNTY, TEXAS

By: HONORABLE TYLER COUNTY JUDGE

By: [Signature] (Printed name) JACQUES L. BLANCHETTE

Title: COUNTY JUDGE Date: 8/31/07

TYLER COUNTY, TEXAS



TX-TY-811.001

Melvin E. Bell et ux

J. N. FELPS SURVEY, A-746

G. R. DRAKE SURVEY, A-225

Existing Texoma 30" Pipeline

Proposed 24" Pipeline

Edge Of Road

R/W Fence

County Road 4600 (Sandy)

Edge Of Road

R/W Fence

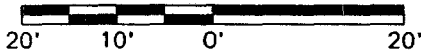
28.7'
S 23°20'17" E

TX-TY-812.000

The William F. Johnson and Lynda Sue Johnson Revocable Living Trust

PLAN

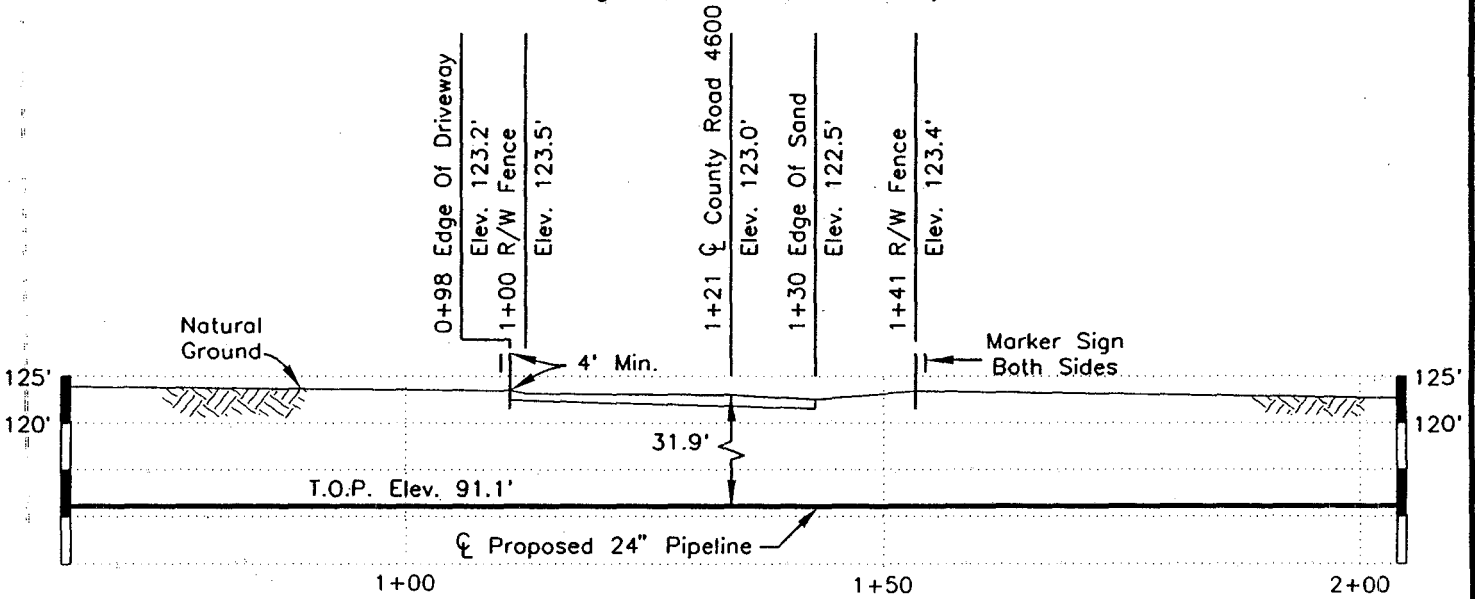
Scale in Feet



TX-TY-811.002RD

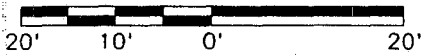
County Road 4605

County Road 4600, R/W



PROFILE

Scale in Feet



T.B.M. - County Road 4600
@ Sta. 1+34
Elev. 123.0'

Note: Pipeline to be Installed by Directional Drill.

PIPE SPECIFICATIONS

CARRIER PIPE: 24.000" O.D. x 0.429" W.T.,
API 5L-X70 ERW PIPE
W/14-16 MILS FBE W/28 MILS ARO
MAX. OPER. PRESSURE: 1,160 PSIG
MIN. TEST PRESSURE: 1,500 PSIG
MIN. YIELD STRENGTH: 70,000 PSI

F.B. 4235, Pg. 7

File Date: 08/14/07 11:00 EG 2989102

P.L./STA. ACCT. NO.		
WORK NO. 2989		
REV.	BY	DATE

G GULLETT & ASSOCIATES, INC.
7705 SOUTH LOOP EAST HOUSTON, TEXAS
(713) 844-3210

**PROPOSED TRUNKLINE
24" LATERAL
UNDER
COUNTY ROAD 4600, R/W
TYLER COUNTY, TEXAS**

ET
ENERGY TRANSFER
HOUSTON
PIPELINE
COMPANY, L.P.

DRAWN G&A/EG	DATE 07/07	SCALE 1"=20'	APPR. BY	CONST. YR. 2007
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PREVIOUS DWG. NO.
DRAWING NO. CA-2989-102

**PERMIT TO USE TYLER COUNTY ROAD RIGHT - OF - WAY
FOR CONSTRUCTION OF GAS PIPELINE**

Houston Pipeline Company, LP. whose principal address is 800 E. Sonterra Blvd., Suite 400, San Antonio, TX 78258 hereinafter referred to as **Grantee** does hereby apply for a permit to utilize the rights of way of Tyler County Road No. 4895 as hereinafter provided.

I.

Houston Pipeline Company, LP. Is the transporter of natural gas situated in the **T. Mcinnis Survey** , Abstract No. 895, Tyler County, Texas.

II.

Houston Pipeline Company, LP. will construct, operate and maintain a pipeline not greater than 24" in diameter, to cause the gas produced from the n/a well, located in the n/a Survey, Abstract No. n/a to be delivered to an existing pipeline in the n/a Survey, Abstract No. n/a, Tyler County, Texas. Said pipeline will cross **CR 4895** approximately 2062' west of CR. 4890 and 2158' east of **Old Henry Road.**

III.

Houston Pipeline Company, LP. will construct, operate and maintain the pipeline 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

Houston Pipeline Company, LP. will construct pipeline across county right-of-way **CR 4895** and as nearly as practicable across to a depth so as not to interfere with the continued maintenance of **CR 4895**, which depth is a minimum to be six (6) feet below the county road surface. **Houston Pipeline Company, LP.** will restore the surface to the same condition, or better, as it was prior to the beginning of construction of the pipeline.

V

Houston Pipeline Company, LP. understands and agrees that its use of the rights of way of **CR 4895** shall be limited exclusively to the purpose designated herein and should Tyler County reasonable determine that the pipeline needs to be moved or presents an undue threat to the public safety, **Houston Pipeline Company, LP.** will remove and relocate the pipeline at its sole cost and expense upon thirty (30) days written notification by Tyler County.

VI

Houston Pipeline Company, LP. 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 **negligent** use of the rights-of-way for the construction, operation and maintenance of the pipeline by **Houston Pipeline Company, LP.** **Houston Pipeline Company LP.** 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 filed by any adjacent land owner shall be defended by **Houston Pipeline Company, LP.** and Tyler County shall not be liable or responsible for defending any suit or title to such easement or right of way.

VIII

Houston Pipeline Company, LP. shall provide and post gas line marking and or signs on **CR 4895** and will maintain the up keep of such signs.

IX

Houston Pipeline Company, LP. is required to pay a \$200.00 Administration Fee to the 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, cashier check, or money order.

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

Dated this 22nd day of August, 2007.
Warren to Salsbee 24" Pipeline.

By: [Signature] (Agent)
PERMIT GRANTED ON BEHALF OF TYLER COUNTY, TEXAS

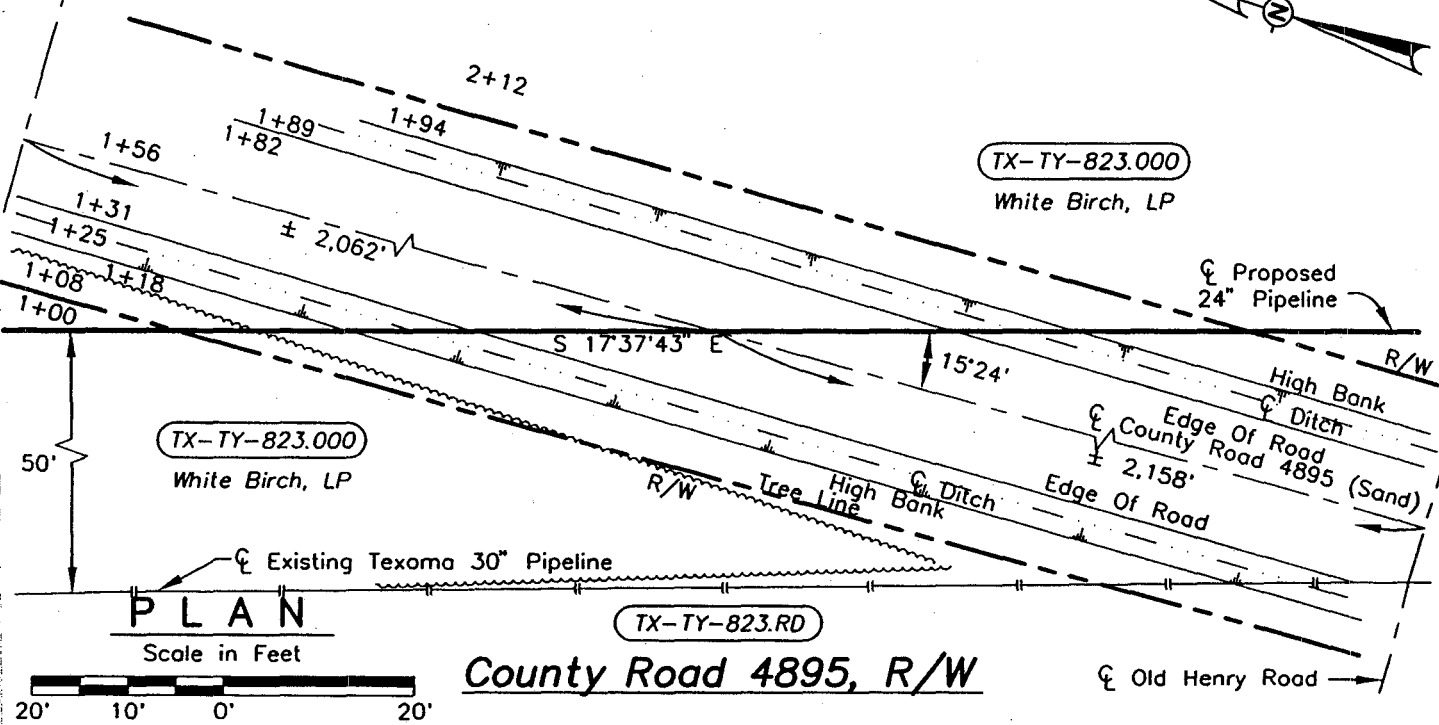
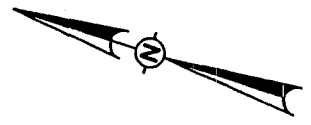
By: HONORABLE TYLER COUNTY JUDGE
By: Jacques L. Blanchette (Printed name) JACQUES L. BLANCHETTE

Title: COUNTY JUDGE Date: 08/31/07

TYLER COUNTY, TEXAS

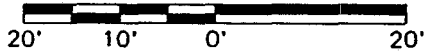
T. McINNIS SURVEY, A-895

County Road 4890

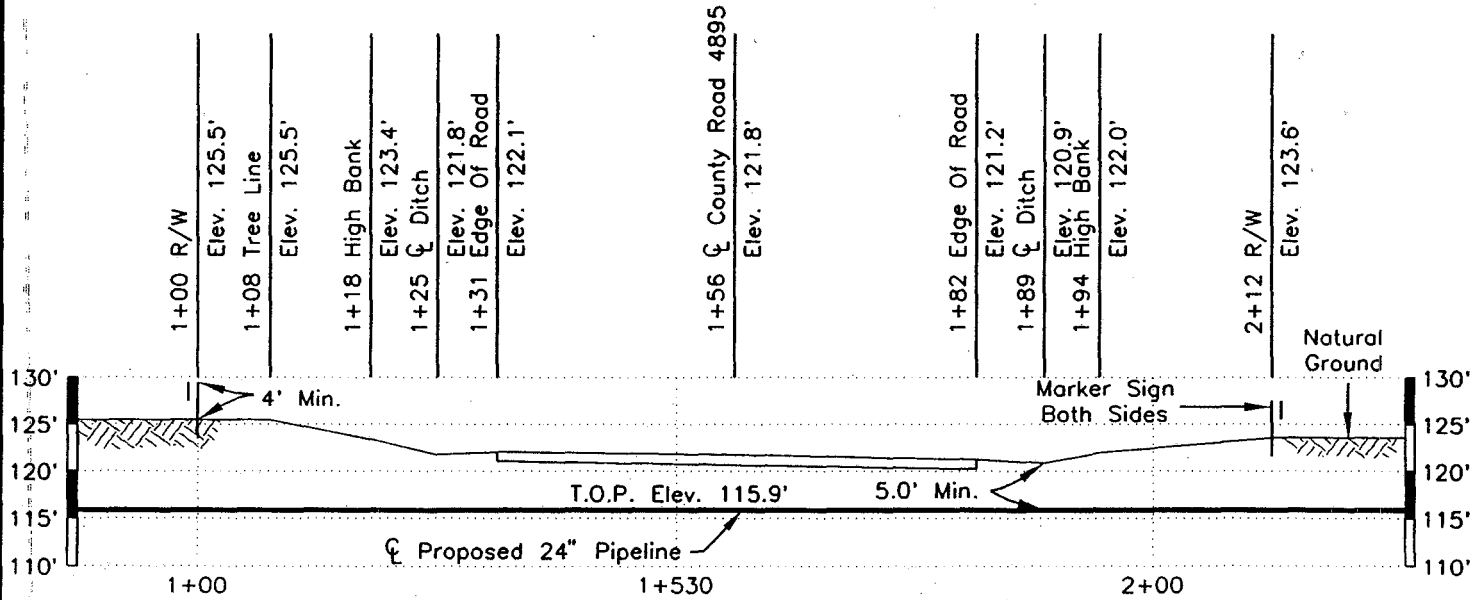


PLAN

Scale in Feet

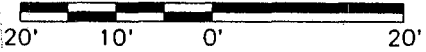


County Road 4895, R/W



PROFILE

Scale in Feet



PIPE SPECIFICATIONS

CARRIER PIPE: 24.000" O.D. x 0.398" W.T.,
 API 5L-X70 ERW PIPE
 W/14-16 MILS FBE W/28 MILS ARO
 MAX. OPER. PRESSURE: 1,160 PSIG
 MIN. TEST PRESSURE: 1500 PSIG
 MIN. YIELD STRENGTH: 70,000 PSI

T.B.M. - County Road 4895
 @ Sta. 1+56
 Elev. 121.8'

Note: Pipeline to be installed by Bore method.

F.B. 4235, Pg. 17

File Date: 08/14/07 11:40 EG 2989105 1 = 20

P.L./STA. ACCT. NO.		
WORK NO. 2989		
REV.	BY	DATE

GULLETT & ASSOCIATES, INC.
 7705 SOUTH LOOP EAST HOUSTON, TEXAS
 (713) 644-3219

**PROPOSED TRUNKLINE
 24" LATERAL
 UNDER
 COUNTY ROAD 4895, R/W
 TYLER COUNTY, TEXAS**

**ENERGY TRANSFER
 HOUSTON
 PIPELINE
 COMPANY, L.P.**

DRAWN G&A/EG	DATE 07/07	SCALE 1"=20'	APPR. BY	CONST.YR. 2007
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PREVIOUS DWG. NO.
 DRAWING NO. **CA-2989-105**



Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION • AUSTIN, TEXAS 78779-0001 • (512) 485-7611

Imposition of Extra Fees Calendar Year 2008

We respectfully request that you indicate below your county's intentions for collection of these fees for calendar year 2008 (January 1 through December 31, 2008) in accordance with Transportation Code § 502.172 and § 502.173.

For calendar year 2008, Tyler County will:

1. Retain the current County Road and Bridge Fee of \$ 10.00
(No court order required)
2. Retain the current Child Safety Fund Fee of \$ 1.00
(No court order required)
3. Impose a new County Road and Bridge Fee of \$ _____
(Court order required prior to September 1)
4. Impose a new Child Safety Fund Fee of \$ _____
(Court order required prior to September 10)
5. Discontinue the County Road and Bridge Fee of \$ _____
(Court order required prior to September 1)
6. Discontinue the Child Safety Fund Fee of \$ _____
(Court order required prior to September 1)
7. Impose TOTAL 2008 fees of \$ 11.00

If you indicate that action will be taken as stated in 3, 4, 5 and/or 6 above, please submit a County Commissioner's Court Order to that effect prior to the applicable statutory date shown above.

Please return your county's intentions for calendar year 2008 in the enclosed postage-paid self-addressed envelope as soon as possible. A faxed response to (512) 465-3034 will also be acceptable. However, if such response requires a County Commissioners Court Order, we request that the original order be mailed to reach us no later than September 1, 2007. Thank you very much.



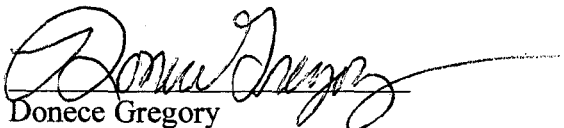
TYLER COUNTY COMMISSIONERS COURT
August 31, 2007 Tyler County Courthouse, Room 101
9:00 A.M. Woodville, Texas

On the 31st day of August, 2007, at a meeting of the Tyler County Commissioners' Court, held in the City of Woodville, Tyler County, with a quorum of the members present, the following business was conducted:

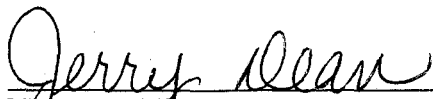
It was duly moved and seconded that the following resolution be adopted:

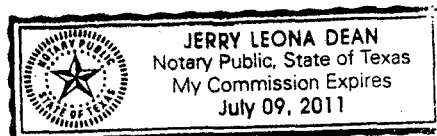
BE IT RESOLVED that the Commissioners' Court of Tyler County does hereby authorize **Jacques L. Blanchette**, County Judge, to be the authorized signer of contracts which are approved by the Commissioners' Court and are recorded in the minutes of Commissioners' Court, with the Texas Department of Family and Protective Services, and to execute the contracts of behalf of the County as authorized by the Commissioners' Court.

I certify that the above and foregoing constitutes a true and correct part of the minutes of a meeting of the Commissioners' Court of Tyler County, held on the 31st day of August, 2007.


Donece Gregory
County Clerk
Tyler County

Subscribed and sworn by me, Jerry Dean, a Notary Public for the
County of Tyler, on the 31st day of August, 2007.


Notary Public
Tyler County
State of Texas



LINE ITEM TRANSFER-BUDGET AMENDMENT

Department & Fund: Juvenile Probation Fund

Date: August 31, 2007


Honorable Commissioners' Court of Tyler County:

I submit to you for consideration the following:

<u>Line Item</u>	<u>Budget</u>	<u>Amended</u>	<u>Increase (Decrease)</u>	<u>Additional Revenue</u>
<u>Community Corrections</u>				
Training Education	\$ 1,785.00	\$ 2,480.00	\$ 695.00	
Non Residential Services	600.00	490.00	(110.00)	
<u>Regular Supervision</u>				
Training & Education	2,152.00	1,992.00	(160.00)	
Telephone	2,000.00	1,963.00	(37.00)	
Non Residential Services	<u>600.00</u>	<u>212.00</u>	<u>(388.00)</u>	

Reason: Invalid assumptions underlying budget estimates of receipts and disbursements.


Approved Commissioners Court


Terry Allen, Juvenile Probation Officer


Attest County Clerk