

## SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR }

The undersigned, Lance Harold Timber, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. 1, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths)

4 1/10 mile on Owl south of FM 3245,  
5 1/10 mile on Blackmon

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is hauling logs from lands location in Precinct No. 1, Upshur County.

4.

First Party agrees to put said road back into same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to POST PERFORMANCE BOND in the amount of \$-0-, to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

DEPUTY

UPSHUR COUNTY, TX.

2016 DEC 15 AM 9:59

FILED  
TERRI ROSS  
COUNTY CLERK

[Signature]  
First Party Signature

P.O. Box 58  
Street or Box

Ocean City, TX 75572  
City, State and Zip Code

903.278-4201  
Telephone

Krist + Linda Moore  
Timber Tract / Property Owner

Issued by [Signature] Valid 11/2/16 to 2/2/17

**PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED**

**A COPY OF THIS PERMIT MUST BE IN EVERY TRUCK BEING USED**

FILED  
TERRI ROSS  
COUNTY CLERK  
2016 DEC 15 AM 9:59  
BY [Signature]  
UPSHUR COUNTY, TX.  
DEPUTY

# SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR }

The undersigned, Kollin Hurt Forestry, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. 2, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2 over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths)

1 mile on Snapdragon off Hwy 55

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is hauling logs from lands location in Precinct No. 2 Upshur County.

4.

First Party agrees to put said road back into same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to POST PERFORMANCE BOND in the amount of \$-0-, to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

DEPUTY

UPSHUR COUNTY, TX.

2016 DEC 15 AM 9:59

FILED  
TERRI ROSS  
COUNTY CLERK

*Kelli Hunt*

First Party Signature

*POB 211*

Street or Box

*Milner TX 75644*

City, State and Zip Code

*903 790 0317*

Telephone

*R. Ward*

Timber Tract / Property Owner

Issued by *Kim Jeffeller* Valid *12/12/16* to *3/12/17*

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

A COPY OF THIS PERMIT MUST BE IN EVERY TRUCK BEING USED

FILED  
TERRI ROSS  
COUNTY CLERK

2016 DEC 15 AM 9:59

UPSHUR COUNTY, TX.

BY

DEPUTY

## SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR }

The undersigned, Clark Timber, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. 3, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths)

1.1 mile on S. Live Oak off FM 1795

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is hauling logs from lands location in Precinct No. 3, Upshur County.

4.

First Party agrees to put said road back into same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to POST PERFORMANCE BOND in the amount of \$-0-, to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

DEPUTY

UPSHUR COUNTY, TX.

2016 DEC 15 AM 9:59

FILED  
TERRI ROSS  
COUNTY CLERK

Jarvis Clark  
First Party Signature

\_\_\_\_\_  
Street or Box

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Timber Tract / Property Owner

Issued by Lisa Tefteller Valid 12/13/16 to 3/13/16

**PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED**

**A COPY OF THIS PERMIT MUST BE IN EVERY TRUCK BEING USED**

FILED  
TERRI ROSS  
COUNTY CLERK  
2016 DEC 15 AM 9:59  
UPSHUR COUNTY, TX.  
BY TR  
DEPUTY

724-1536