DRIVEWAY PERMIT APPLICATION

TO: THE UPSHUR COUNTY COMMISSIONERS COURT COUNTY OF UPSHUR GILMER, TEXAS

PRECINCT 1	DATE December 13, 2016		
Longview TX, does here Road Dove. Proposed con December, 20 6 I, Bill application and understar equipment and personnel SIGNATURE: TELEPHONE: 940-210-9	given that Bill Howell, whose principle by purpose to place a driveway cultonstruction will begin, if approved, of Howell, hereby attest that I have rend its contents. The culvert will have been made in the principle will will be with the principle will be with the principle will be with the principle will be will be with the will be will be with the principle will be with the will be will be wi	vert within the RC on or after the 30t ad the conditions / will not be pextension.	DW of County h day of set forth in this
- W. 2. C	missioners Court offers no objection		the right of way of
your proposed driveway cowill be a 12 "x 24"	ulvert for the address shown above.	The proposed dr	iveway structure
Recommended by	•		UNEX 128
APPROVED ON THIS	DAY OF	20	
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the Opeins of the Constitution of the Constitu	,		e da enja Litar
THE STATE OF THE S			7,49 10,840 10,8102
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SPECIAL ROAD USE AGREEMENT CONTRACT

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THE STATE OF TEXAS }	
· · · · · · · · · · · · · · · · · · ·	BY THESE PRESENTS:
COUNTY OF UPSHUR }	
nationed to as First Party, enters into an agreement with Upshur Francisco No. Z. 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. Commissioner has jurisdiction and obligation to maintain in govering aware of possible damage to said roads as a result of hand enter into the following agreement:	od sepair, and both parties
I First Party agrees to use only that section of (described exact route, d	lirection and miles in tenths)
Transcil Rd	
- Iranquil Sa	
62_to ` ,	
First Party agrees to use its vehicles in such a resider as not to char traffic on said road, so that said road will be open to trave traits.	
3. •	
First Party agrees to grade, maintain and otherwise repair said a conjument, labor and materials, if any needed, during the durate is 1911 (100 1005 from lands location in Precinct 1	ion of time that First Party
is Mulino 1095 from lands location in Precinct 1	vo opsital county.
4.	
First Party agrees to put said road back into same condition as i	
commencement of hauling operations on the part of First Party.	
5.	
First Party agrees to POST PERFORMANCE BOND in the an County Commissioner's Court to instue performance of agreen	
Committee of a design of the perfect state of a design of	İ
€.	
Nothing herein shall be construed as a waiver by the Commissi	
granted him by Article 6716, V.A.C.S., but the rights and author	
Commissioner by the terms of Article 6716, V.A.C.S., are explicated a commissioner in the event First Party fails to abide by the control of	reserved by the C
"Diminssioner in the event Phat Party land to abide by the con-	ditions above set forth. UPSHUS
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903-223.7101	-
2.G./1G 39 0 .3	TT\05\5013 Id:18 8036808342

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first Party Signature	County Judge-Dean Fowler	
1102 Hampton Rd.		
Street or Box	Commissioner, Prec. 1 - Par	ila Gentry
Texankana, TX 75503		
City, State and Zip Code	Commissioner, Prec. 2 - Co	le Hefner
903-832-1764	<u> </u>	
l.zphone	Commissioner, Prec. 3 - Fra	nk Berka
Anna Beth Jones Holmo Binber Tract / Property Owner	S	
Ember Tract / Property Owner	Commissioner, Prec. 4-Mil	ල විවසාදෑ
Israed by	7alid	

PERMIT ISSUED MOT TO EXCEPD 90 DAYS UNLESS OTHERWISE NOTED

FILED
TERRI ROSS
COUNTY CLERK
2016 DEC 30 AM 9: 4:
UPSHAR JUNTY. TX.
BY
DEPUTY

-0124 - 7244

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SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }	By These Presents:
COUNTY OF UPSHUR }	DY INESE PRESENTS:
The undersigned, 100 vac aues Inn be referred to as First Party, enters into an agreement with Upshur Precinct No, Upshur County, and in order to get material to use a portion of Upshur County roads located in Precinct No Commissioner has jurisdiction and obligation to maintain in go being aware of possible damage to said roads as a result of has conter into the following agreement:	Connty Commissioner of market it is necessary to, over which od repair, and both parties
1. First Party agrees to use only that section of (described exact routs, (ircotion and miles in tenths)
1/2 mile on lemon east of H	It
2. First Party agrees to use its vehicles in such a manner as not to other traffic on said road, so that said road will be open to trav times.	
` 3.	
First Party agrees to grade, maintain and otherwise repair said equipment, labor and materials, if any needed, during the durate is MOLLICAL DOS from lands location in Precinct	ion of time that First Party
4. Pirst Party agrees to put said road back into same condition as	t ups with to the
commencement of having operations on the part of First Party	t was prior to the
5. First Party agrees to POST PERFORMANCE BOND in the air County Commissioner's Court to insure performance of agree	count of \$-0-, to Upshur nent.
6.	
Nothing herein shall be construed as a waiver by the Commiss granted him by Article 6716, V.A.C.S., but the rights and anti-Commissioner by the terms of Article 6716, V.A.C.S., are exp. Commissioner in the event First Party fails to abide by the con-	ority granted the ressly reserved by the
	2016 UPS BY_
attn:	
attn: Lisa	
_	AH AH DEPI
9 <u>7</u> 9 7 4	12/23/26/26 14:21 × 3036808345
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12/23/2015 11:21 9835888345

PAGE 82/82

V CODA OF THIS PERMIT MUST BE IN EVERY TRUCK BEING USED

BEHWIL 122NED NOL LO EXCEED 30 DVA3 ANTERÈ OLHERALSE NOLED

P.002/002

(TAY)

12/28/2016

SPECIAL ROAD USE AGREEMENT CONTRACT

KNOW ALL ME	N BY THESE PRESENTS:	
sement with Upsh ler to get material ed in Precinct No on to maintain in	ur County Commissioner of to market it is necessary to , over which	
	direction and miles in tenths)	
2. a manner as not t	o block or interfere with yel by the public at all	
d, during the dura	tion of time that First Party	
4. same condition as part of First Part	it was prior to the	
5. E BOND in the ar formance of agree	nount of \$-0-, to Upshur ment.	
he rights and auth V.A.C.S., are exn	ority granted the granted the ressly reserved by the ditions above set forth.	TERRI ROSS COUNTY CLERK
	eement with Upsher to get material ed in Precinct No. on to maintain in ds as a result of has a manner as not to will be open to travel. 3. erwise repair saided, during the dura cation in Precinct d. same condition as part of First Part. 5. EBOND in the are communication of agree of the communication in the area of the rights and auth V.A.C.S., are expensed.	element with Upshur County Commissioner of ler to get material to market it is necessary to led in Precinct No. I over which son to maintain in good repair, and both parties dis as a result of hauling on and over same, 1. Secribed exact route direction and miles in tenths) 2. a manner as not to block or interfere with will be open to travel by the public at all 3. erwise repair said road, using its own ed, during the duration of time that First Party ecation in Precinct No. I , Upshur County. 4. same condition as it was prior to the part of First Party. 5. E BOND in the amount of \$-0-, to Upshur formance of agreement. 6. The rights and authority granted the Short in the right in the

First Party Signature

\$258 FM 415

Street or Box

\[\frac{1 in \sigma \text{7} \text{76925}}{\text{City, State and Zip Code}} \]

\[\frac{936-254-2039}{\text{Telephone}} \]

Telephone

\[\frac{Mus/ow}{\text{Timber Tract/Property Owner}} \]

Issued by \(\frac{1}{2} \) \(\frac{3}{29} \) | (a to \frac{3}{29} \) | (a to \frac{3}{29} \) | (b \)

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

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