

**DRIVEWAY PERMIT APPLICATION**

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

PRECINCT 1

DATE December 13, 2016

Formal notice is hereby given that Bill Howell, whose principal address is 2307 Pickett St. Longview TX, does hereby purpose to place a driveway culvert within the ROW of County Road Dove. Proposed construction will begin, if approved, on or after the 30th day of December, 2016. I, Bill Howell, hereby attest that I have read the conditions set forth in this application and understand its contents. The culvert  will/  will not be placed by County equipment and personnel. This is a  new installation  extension.

SIGNATURE: *Bill Howell*  
TELEPHONE: 940-210-9017

**APPROVAL OF PERMIT APPLICATION**

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed driveway culvert for the address shown above. The proposed driveway structure will be a 12" x 24" culvert.

Recommended by *[Signature]*

APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

FILED  
TERRI ROSS  
COUNTY CLERK  
2016 DEC 30 AM 9:41  
BY *[Signature]*  
UPSHUR COUNTY, TX.  
DEPUTY

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR }

This undersigned, Steitler Land & Timber, 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.     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)

Tranquil Rd

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.     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.

FILED  
TERRI ROSS  
COUNTY CLERK  
2016 DEC 30 AM 9:41  
UPSHUR COUNTY, TX.  
DEPUTY

903-223-7101

11/07/2013 14:19 9036808345

[Signature]  
First Party Signature

County Judge-Dean Fowler

7102 Hampton Rd  
Street or Box

Commissioner, Prec. 1 - Paula Gentry

Texas, TX 75503  
City, State and Zip Code

Commissioner, Prec. 2 - Cole Hefner

903-832-1764  
Telephone

Commissioner, Prec. 3 - Frank Berka

Anna Beth Jones Holmes  
Tract / Property Owner

Commissioner, Prec. 4 - Mike Spencer

Issued by \_\_\_\_\_

Valid \_\_\_\_\_

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

FILED  
TERRI ROSS  
COUNTY CLERK  
2016 DEC 30 AM 9:41  
UPSHUR COUNTY, TX.  
BY [Signature]  
DEPUTY

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS )

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR )

The undersigned, George Hayes Timber, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No.      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.      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)

1/2 mile on Lemon east of Hwy 155

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.      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.

attn:  
Lisa

768-5792  
PAGE 01/02

FILED  
TERRI ROSS  
COUNTY CLERK  
2016 DEC 30 AM 9:25  
UPSHUR COUNTY, TX  
BY [Signature]  
DEPUTY  
9836808345

12/23/2016 11:21 9895888345

PAGE 02/02

FILED  
TERRI ROSS  
COUNTY CLERK

2016 DEC 30 AM 9:42

UPSHUR COUNTY, TX.

BY [Signature] DEPUTY

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

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

Issued by [Signature] Valid 12/23/16 to 3/23/17

Timber Tract / Property Owner

[Signature]

Telephone

[Signature] 979-570-3589

City, State and Zip Code

[Signature] Sherman TX 75092

Street or Box

[Signature] Box 363

First Party Signature

[Signature]

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR }

The undersigned, CJR Management, 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)

2/10 mile on Reynolds Rd.

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.

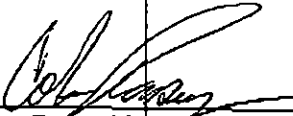
6.

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.

UPSHUR COUNTY, TX.  
DEPUTY  
*[Signature]*

2016 DEC 30 AM 9:42

FILED  
TERRI ROSS  
COUNTY CLERK

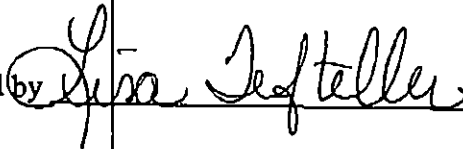
  
First Party Signature

5268 FM 415  
Street or Box

Timoss, TX 76975  
City, State and Zip Code


936-254-2089  
Telephone

Muslow  
Timber Tract / Property Owner

Issued by  Valid 12/29/16 to 3/29/17

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

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

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DEPUTY