

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS )

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR )

The undersigned, Ward 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)  
1.9 miles on White Oak Rd off FM 2185,  
1 mile on White Pine

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.

756 8313

PAGE 01/02

FILED  
TERRI ROSS  
COUNTY CLERK  
2017 MAR 15 AM 9:32  
UPSHUR COUNTY, TX.  
BY: [Signature]  
DEPUTY  
9036600345

*Mark W. Wilson*

First Party Signature

P.O. Box 360

Street or Box

LINDEN, TEXAS 75563

City, State and Zip Code

903-120-8723

Telephone

CLAY ROBERTSON

Tractor Tract/Property Owner

Issued by *Don Jettella* Valid *2/23/17* to *5/23/17*

**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

2017 MAR 15 AM 9:32

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, Doug Canfield, 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)

2 miles on Poppy off FM 2263

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.

UPSHUR COUNTY, TX.  
DEPUTY

2017 MAR 15 AM 9:32

FILED  
TERRI ROSS  
COUNTY CLERK

[Signature]  
First Party Signature

P.O. Box 430  
Street or Box

AUGER, TX 75630  
City, State and Zip Code

903-930-7565  
Telephone

Dana Moon  
Timber Tract / Property Owner

Issued by [Signature] Valid 2/24/17 to 5/24/17

**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  
2017 MAR 15 AM 9:32  
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, 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)

9/10 on Hickory, 2/10 on White Oak, 6/10 on White Cedar

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.

FILED  
TERRI ROSS  
COUNTY CLERK  
2017 MAR 15 AM 9:32  
UPSHUR COUNTY, TX.  
DEPUTY

Julie Clark  
First Party Signature

Street or Box

City, State and Zip Code

Telephone

Timber Tract / Property Owner

Issued by Jim Jeffers Valid 3/8/17 to 6/8/17

**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  
2017 MAR 15 AM 9:32  
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, Patterson Logging, 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)

1/2 mile on Jasmine off FM 555

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.

FILED  
TERRI ROSS  
COUNTY CLERK  
2017 MAR 15 AM 9:32  
UPSHUR COUNTY, TX.  
DEPUTY

[Signature]  
First Party Signature

5147 Fm 852  
Street or Box

Wilmot TX 75644  
City, State and Zip Code

903-790-2966  
Telephone

Stembridge  
Timber Tract / Property Owner

Issued by [Signature] Valid 3/6/17 to 6/6/17

**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  
2017 MAR 15 AM 9:32  
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, Tri State, 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)  
3/4 mile on Bluebell off FM 2263

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.

FILED  
TERRI ROSS  
COUNTY CLERK  
2017 MAR 15 AM 9:32  
UPSHUR COUNTY, TX.  
DEPUTY

First Timber  
First Party Signature

Hayworth  
Street or Box

Hayworth OR 74740  
City, State and Zip Code

~~580~~ 580-212-2281  
Telephone

Jim Petty  
Timber Tract / Property Owner

Issued by Lisa J. Heller Valid 3/7/17 to 6/7/17

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

Telephone

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

PERMIT NUMBER

ACCOUNT NUMBER

2017 MAR 15 AM 9:33  
FILED  
TERRI ROSS  
COUNTY CLERK  
BY [Signature]  
DEPUTY  
UPSHAW COUNTY, TX.

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR }

The 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)

Willow Oak Rd - 1 mile

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.

903-223-7101  
70170 2014

90368808345

FILED  
TERRI ROSS  
COUNTY CLERK  
2017 MAR 15 AM 9:33  
BY [Signature]  
UPS HUR COUNTY TX.  
DEPUTY

*RS*  
First Party Signature

County Judge-Dean Fowler

7102 Hampton Rd  
Street or Box

Commissioner, Prec. 1 - Paula Gentry

Texarkana, TX 75503  
City, State and Zip Code

Commissioner, Prec. 2 - Cole Hefner

903-832-1764  
Telephone

Commissioner, Prec. 3 - Frank Berka

Robert + Mary Sedgwick  
Timber 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  
2017 MAR 15 AM 9:33  
UPSHER COUNTY, TX.  
BY *TR*  
DEPUTY

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR }

The undersigned, Forestech, 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)

9/10 mile on Willet, 6/10 mile on Guinea, 3/10 mile on Bob Olink, 1 mile on Goldfinch, 1/4 mile on Kingfisher

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.

FILED  
TERRI ROSS  
COUNTY CLERK  
2017 MAR 15 AM 9:33  
UPSHUR COUNTY, TX.  
DEPUTY

[Signature]  
First Party Signature

1084 Sam Page Rd  
Street or Box

Longview, TX 75605  
City, State and Zip Code

903-736-0411  
Telephone

Frances  
Timber Tract/ Property Owner

Issued by [Signature] Valid 3/9/17 to 6/9/17

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

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


2017 MAR 15 AM 9:33  
FILED  
TERRI ROSS  
COUNTY CLERK  
BY [Signature]  
DEPUTY  
UPSHO COUNTY, TX.

NOTICE OF PROPOSED INSTALLATION  
PIPE AND/OR UTILITY LINES

TO: UPSHUR COUNTY COMMISSIONERS COURT  
c/o UPSHUR COUNTY ENGINEER  
UPSHUR COUNTY ROAD & BRIDGE DEPARTMENT  
P. O. BOX 730  
Gilmer, TX 75644

DATE: 2-22-2017  
EXPIRES: ~~5-22-2017~~

Formal notice is hereby given that Etex Telephone Coop., Inc. proposes to bore a Fiber Optic line within the right-of-way of County Roads Bobwhite, Osprey, Perkins, Skylark, Goose, Martin, Mockingbird, Nighthingale, Glendwood, Bever Bend, as follows: Installing 2-1.25 Duct and a 48 BFO. All work will be on both sides roads, All work will be Bored in at a min depth of 4 feet.

FILED  
TERRI ROSS  
COUNTY CLERK  
2017 MAR 15 AM 9:33  
BY  UPSHUR COUNTY, TX.  
DEPUTY

The location and description of the proposed line and appurtenances is more fully shown by three copies of drawings attached to this notice. The line will be constructed and maintained on the County right-of-way as directed by the County Engineer in accordance with current Upshur County specifications.

Construction of this line will begin on or after the 22 day of Feb, 2017 and will be completed within 90 days of the date of approval.

Firm Etex Telephone Coop., Inc.  
By Martin Thompson  
Title Right of way solicitor  
Address P.O. Box 130 Gilmer Tex 75644

- NOTE: 1. This form to be submitted in triplicate for each proposed installation.  
2. The permit shall be in effect until the utility line is removed from the right of way.  
3. Inform the County Engineer if work is not completed within this time

Revised 11/30/10

APPROVAL

TO: Etex Telephone Coop., Inc.  
P.O. Box 130  
Gilmer Tex 75644

FILED  
TERRI ROSS  
COUNTY CLERK  
2017 MAR 15 AM 9:33  
BY [Signature]  
UPSHUR COUNTY, TX.  
DATE 3-22-2017  
DEPUTY

The Upshur County Commissioners Court offers no objections to the location on the right-of-way of your proposed Fiber Optic line across All Said Roads as shown by accompanying drawings and notice dated Approved, except as noted below:

N/A

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase add to or any manner change the structure of this right-of-way line, this line, if affected, will be moved under the direction of the Upshur County Engineer and shall be relocated at the complete expense of the owner. Upshur County shall be notified a minimum of 48 hours prior to the beginning of any work.

All work on the county right-of-way shall be performed in accordance with the County Engineer's instructions. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owners. Special specifications for placing this line are as follows:

1. All ground lines are to be installed a minimum of 36 inches below the flowline of the adjacent drainage or borrow ditch.
2. All excavations within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under surfaced roads and under surfaced cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
4. All lines under roads carrying pressure in excess of 50 psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be of any type approved by the County Engineer and shall be capable of Supporting the load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through the casing for its entire length. Inside diameter of casing shall be at least 2 inches greater than the largest outside diameter of carrier pipe, joint or couplings. (Encasement is not required on lines installed 48 inches or greater below flowline.)
5. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of a bridge unless approved by the County Engineer in writing. No lines shall be placed inside any culvert or within 10 feet of the closest point of same.
6. Parallel lines will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed unless approved by the County Engineer in writing.
7. Overhead lines will have a minimum clearance of 18 feet above the road surface at point of crossing.
8. Operations along roadways shall be performed in such a manner that all excavated material be kept off the pavements at all times, as well as all operating equipment and materials. Do not use equipment or installation procedures which will damage any road surface or structure. The cost of any repairs to road surfaces, roadbed, structures or other right-of-way features as direct result of this installation will be borne by the owner of this line.
9. Barricades, warning signs, lights and flagmen, when necessary, shall be provided by the contractor or owner. One half of the traveled portion of the road must be open to traffic at all times. All traffic control shall be in accordance with the requirements of the current version of the Texas MUTCD.
10. Utility company shall install adequate erosion control measures for any excavation work being performed.

APPROVED: [Signature]  
Road Administrator

APPROVED: [Signature]  
Chairperson, Upshur County Commissioners Court

NOTICE OF PROPOSED INSTALLATION

FILED  
TERRI ROSS  
COUNTY CLERK  
2017 MAR 15 AM 9:09  
BY [Signature]  
UPSHUR COUNTY, TX.  
DATE 3-22-2017  
DEPUTY

Revised 11/30/10



NOTICE OF PROPOSED INSTALLATION  
PIPE AND/OR UTILITY LINES

DATE: 2-24-2017

TO: UPSHUR COUNTY COMMISSIONERS COURT  
c/o UPSHUR COUNTY ENGINEER  
UPSHUR COUNTY ROAD & BRIDGE DEPARTMENT  
P. O. BOX 730  
Gilmer, TX 75644

EXPIRES: 5-24-2017

Formal notice is hereby given that Etex Telephone Coop., Inc. proposes to bore a Fiber Optic line within the right-of-way of County Road Pin Oak as follows: Installing new fiber optic cable and duct on both sides of County road. All work will be Bored in at a min depth of 4 feet.

The location and description of the proposed line and appurtenances is more fully shown by three copies of drawings attached to this notice. The line will be constructed and maintained on the County right-of-way as directed by the County Engineer in accordance with current Upshur County specifications.

Construction of this line will begin on or after the 24 day of Feb, 2017 and will be completed within 90 days of the date of approval.

Firm Etex Telephone Coop., Inc.  
By Martin Thompson  
Title Right of way solicitor  
Address P.O. Box 130 Gilmer Tex 75644

FILED  
TERRI ROSS  
COUNTY CLERK  
2017 MAR 15 AM 9:33  
UPSHUR COUNTY, TX.  
BY [Signature]  
DEPUTY

- NOTE: 1. This form to be submitted in triplicate for each proposed installation.  
2. The permit shall be in effect until the utility line is removed from the right of way.  
3. Inform the County Engineer if work is not completed within this time

Revised 11/30/10

APPROVAL

TO: Etex Telephone Coop., Inc.
P.O. Box 130
Gilmer Tex 75644

DATE 2-24-2017

The Upshur County Commissioners Court offers no objections to the location on the right-of-way of your proposed New Fiber Optic line across Pin Oak Road as shown by accompanying drawings and notice dated Approved, except as noted below:

N/A

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase add to or any manner change the structure of this right-of-way line, this line, if affected, will be moved under the direction of the Upshur County Engineer and shall be relocated at the complete expense of the owner. Upshur County shall be notified a minimum of 48 hours prior to the beginning of any work.

All work on the county right-of-way shall be performed in accordance with the County Engineer's instructions. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owners. Special specifications for placing this line are as follows:

- 1. All ground lines are to be installed a minimum of 36 inches below the flowline of the adjacent drainage or borrow ditch.
2. All excavations within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under surfaced roads and under surfaced cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
4. All lines under roads carrying pressure in excess of 50 psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be of any type approved by the County Engineer and shall be capable of supporting the load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through the casing for its entire length. Inside diameter of casing shall be at least 2 inches greater than the largest outside diameter of carrier pipe, joint or couplings. (Encasement is not required on lines installed 48 inches or greater below flowline.)
5. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of a bridge unless approved by the County Engineer in writing. No lines shall be placed inside any culvert or within 10 feet of the closest point of same.
6. Parallel lines will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed unless approved by the County Engineer in writing.
7. Overhead lines will have a minimum clearance of 18 feet above the road surface at point of crossing.
8. Operations along roadways shall be performed in such a manner that all excavated material be kept off the pavements at all times, as well as all operating equipment and materials. Do not use equipment or installation procedures which will damage any road surface or structure. The cost of any repairs to road surfaces, roadbed, structures or other right-of-way features as direct result of this installation will be borne by the owner of this line.
9. Barricades, warning signs, lights and flagmen, when necessary, shall be provided by the contractor or owner. One half of the traveled portion of the road must be open to traffic at all times. All traffic control shall be in accordance with the requirements of the current version of the Texas MUTCD.
10. Utility company shall install adequate erosion control measures for any excavation work being performed

APPROVED:

[Signature]
Road Administrator

APPROVED:

Chairperson, Upshur County Commissioners Court

NOTICE OF PROPOSED INSTALLATION

Revised 11/30/10

FILED
TERRI ROSS
COUNTY CLERK
2017 FEB 15 AM 9:34
BY [Signature]
UPSHUR COUNTY, TX
DEPUTY